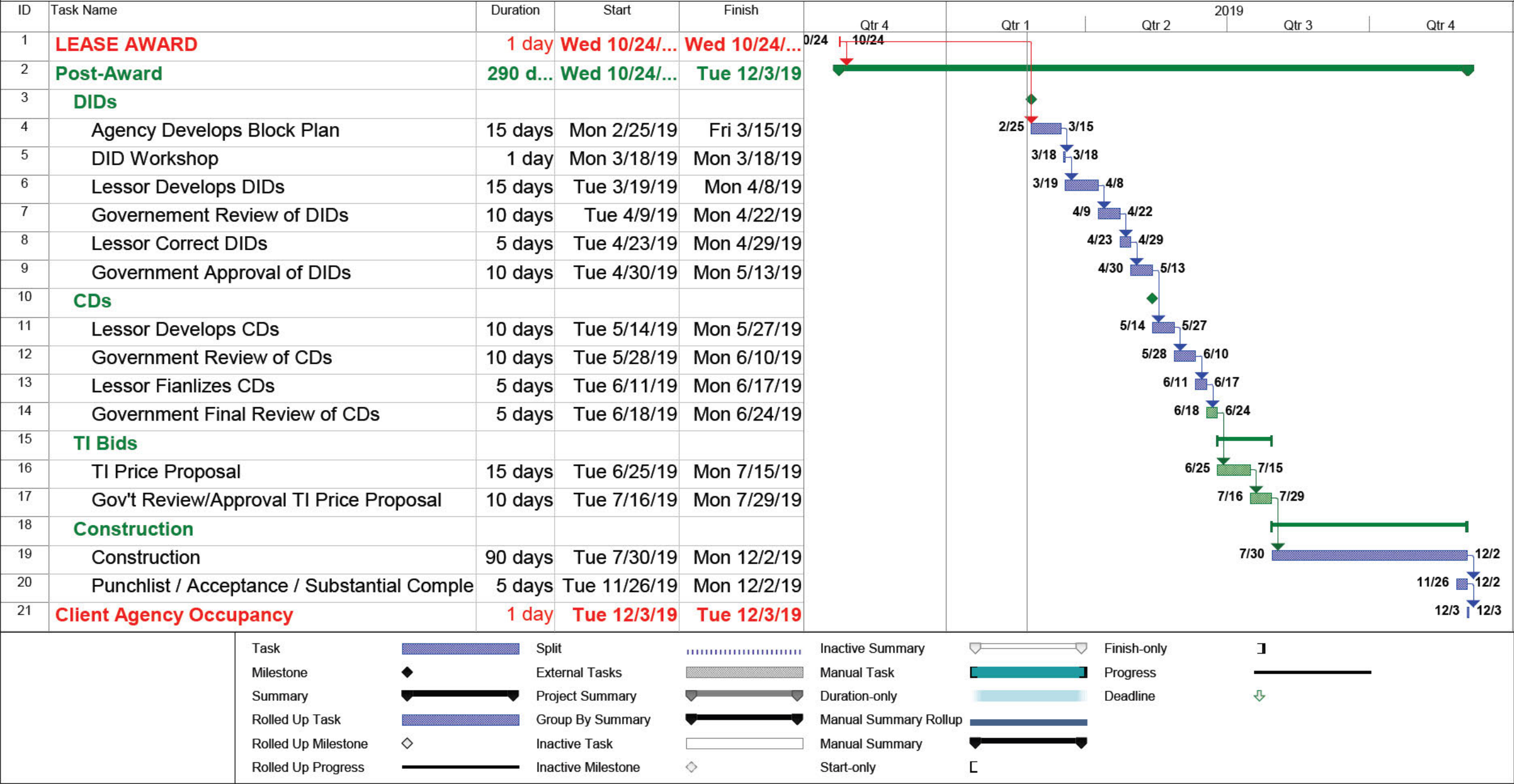
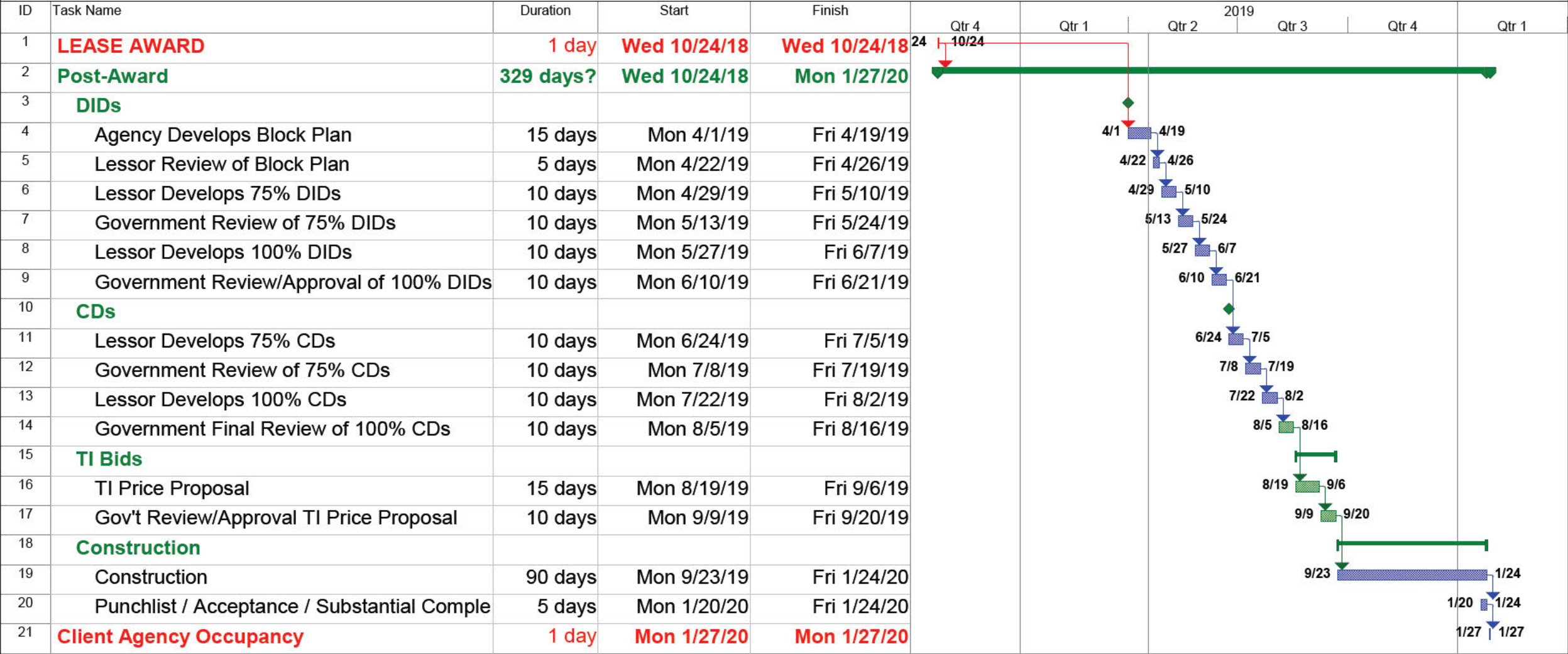


GSA Lease Acquisition Schedule
ICE Warwick
Project No. 6NY0561



GSA Lease Acquisition Schedule
ICE Warwick
Project No. 6NY0561



Task		Split		Inactive Summary		Finish-only	
Milestone		External Tasks		Manual Task		Progress	
Summary		Project Summary		Duration-only		Deadline	
Rolled Up Task		Group By Summary		Manual Summary Rollup			
Rolled Up Milestone		Inactive Task		Manual Summary			
Rolled Up Progress		Inactive Milestone		Start-only			



U.S. General Services Administration

DATE: March 8, 2016

MEMORANDUM FOR: Mark Shinto
CONTRACTING OFFICER'S REPRESENTATIVE

FROM: Eric C. Bowie
ZONAL CONTRACTING OFFICER
CENTER FOR BROKER SERVICES (PRAA)
OFFICE OF LEASING
PUBLIC BUILDINGS SERVICE

SUBJECT: Contracting Officer Representative Authority for Task Orders (TO) against the following GSA Leasing Support (GLS) IDIQ Services contracts:

Northern Service Area (Zone 1)
JONES LANG LASALLE AMERICAS, INC., GS-00-P-15-BQ-D-7012
CBRE, INC, GS-00-P-15-BQ-D-7013

The Contracting Officer's Representative (COR) authority will be delegated per task order and will be identified on the task order award document (GSA Form 300). This delegation only provides COR authority when specifically stated on the task order award document and shall not be interpreted to be for all task orders.

In accordance with the authority vested in me, as the Zonal Contracting Officer, Mark Shinto is hereby designated as the COR for delegated task orders against the above listed contracts in Zone 1, Region 1.

The COR roles and responsibilities are outlined in the GLS contracts and GLS Contract Administration Guide. Responsibilities of CORs are stated in Section G.1 of the contracts and Section 3.0 of the GLS Contract Administration Guide. As a COR you are not authorized to amend, modify or deviate from the contract terms, conditions, requirements, specifications or details.

A copy of the GLS contracts, GLS Administration Guide, and policy documents have been provided and are available on the GLS Website. Additional documents pertinent to these contracts are located in the contract files, which are maintained by the National Contracting Officer.

Limitations:

As COR, you *may not*:

- Modify the terms and conditions of the contracts.
- Manage the contractor's effort.
- Supervise or otherwise control the contractor's employees.
- Request the contractor to perform any services not specifically included in the contracts.
- Allow the contractor to deviate from the terms and conditions of the contracts.
- Perform any other function, which would violate the provisions of the contracts.

This appointment may not be re-delegated. If you have any questions, please contact me at

U.S. General Services Administration
819 Taylor St. (PRAA) RM. 11B-268
Fort Worth, TX. 76102
www.gsa.gov

eric.bowie@gsa.gov.

Within 120 days from the date of this delegation provide documentation demonstrating that you meet all the training and experience requirements as defined below. These requirements are outlined in section 3.0 of the GLS Administration Guide. Note: As of the date of this letter, the GLS Administration Guide is pending updates which will reflect the training requirements below.

1. Lease Contracting Officer Warrant with the dollar threshold sufficient to cover the aggregate lease value associated with the lease project.
2. FAC-COR Level II certification, in accordance with the Office of Federal Procurement Policy (OFPP) and GSA's policy.
3. Minimum of three years real estate services contracting experience.
4. Completion of the GLS contract training and specific COR training provided by GSA'S Central Office (or equivalent) as approved by the NCO. Completion of the GSA Leasing Support Services Zonal Training will meet this requirement.
5. Completed Lease Acquisition Training (LAT).
6. Complete GLS continuous SME2U training.

Receipt and Understanding of this delegation is hereby acknowledged.

(b) (6)

Signature – Mark Shinto
Contracting Officer's Representative

MAR 08 2016

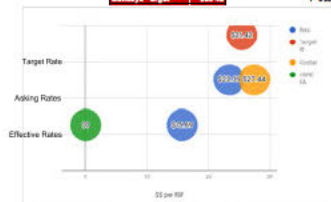
Date



1	evidence R1
2	total
3	

Bullseye target	\$25.42
-----------------	---------

7 920 0



Finalize Report

100

Market Concessions	
Average lease term	2.6 years
Average Commission (%)	8%
Lease incentive (year)	\$ 8.50
Lease incentive (Revenue)	\$ 4.0
as a % of	0.33 Months

Parking	
On site	
Off site	
Public	400

Regul. ements indicate a case is not deal

Market Analysis

[illegible]

	NAME
RS	23803
Δ m (months)	30
name for last	New Replacing
Subways No n	20 42
i	\$437 803
see Read	

No for NAME	
0	\$
1	\$437 803
2	55 433 94 7
3	6 9503 4575
4	6235 6 6627
5	6475 6 666
6	6640 4 4336
7	6608 4 7896
8	66766 663
9	7 8075 9 33
10	7339 47 6863
11	75 17 2783
12	77003 638
13	78004 49 8
14	800037 34
15	820033 33 7
16	849604 8075
17	
18	
19	
20	

V	50 6 3 686 75
W	5 9 9
V n %	57 436 585 45

*If you choose a New/Replacing, the assumption is that you moved
 *If you want to see the NPV of New Replacing (a eyed) scenario, change your name action to Succeeding on the InputSheet as

[1] Write out whole thing

ABSTRACT OF OFFERS FOR STANDARD LEASE

RLP NUMBER:	7RI2043	AGENCY:	DHS-ICE
DATE RLP ISSUED:	9/18/2017	LOCATION:	Warwick, RI
BUILDING NAME & ADDRESS:	443 Jefferson Blvd. Warwick, RI 02886	OFFEROR ADDRESS:	26260 Devonshire Ct. Unit 101 Bonita Springs, FL 34134
OFFEROR:	Cape Moraine, LLC	PHONE NUMBER:	(b) (6)
		EMAIL ADDRESS:	
REPRESENTATIVE:	Robert Clark Managing Member	EMAIL ADDRESS:	(b) (6) comcast.net

	RLP RQMTS	FPR OFFER DATE: 4/20/2018	FPR OFFER DATE: 6/12/2018	FPR OFFER DATE: 7/17/2018
SPACE OFFERED & CONDITIONS				
ABOA SF	20,579	20,579	20,579	20,579
RSF		24,077	24,077	24,077
Common Area Factor		17%	17%	17%
Lease Term	10 years 15 years	15 years	15 years	15 years
Firm Term	7 years 10 years	10 years	10 years	10 years
Cancellation Rights	90 days	90 days	90 days	90 days
RENTAL RATES OFFERED				
Annual Rent Yrs 1-15		\$866,772.00	\$890,840.00	\$890,849.00
Annual Rent Yrs 11-15		\$866,722.00	\$890,840.00	\$890,849.00
Total Rent Rate / ABOA Yrs 1-15		\$42.12	\$43.29	\$43.29
Total Rent Rate / ABOA Yrs 11-15		\$42.12		
Total Rent Rate / RSF Yrs 1-15		\$36.00	\$37.00	\$37.00
Total Rent Rate / RSF Yrs 11-15		\$36.00		
Shell Rate / ABOA Yrs 1-15		\$24.15	\$25.32	\$25.32
Shell Rate / RSF Yrs 1-15		\$20.64	\$21.64	\$21.64
Base Operating Cost / ABOA		\$10.24	\$10.24	\$10.24

	RLP RQMTS	FPR OFFER DATE: 4/20/2018	FPR OFFER DATE: 6/12/2018	FPR OFFER DATE: 7/17/2018
Base Operating Cost / RSF		\$8.75	\$8.75	\$8.75
TI Allowance/Offered amount per ABOA	\$49.00 per ABOA SF	\$49.00	\$49.00	\$49.00
Amortization Rate		6.5%	6.5%	6.5%
Amortized Rental Rate for TI / ABOA		\$5.12	\$5.12	\$5.12
Amortized Rental Rate for TI / RSF		\$4.38	\$4.38	\$4.38
Building Specific Security Costs		\$514,475.00	\$514,475.00	\$514,475.00
Building Specific Security Amortization Rate		6.5%	6.5%	6.5%
Building Specific Security Amortization Term		15 years	15 years	15 years
Annual Amortized Building Specific Security Rent		\$53,691.71	\$53,691.71	\$53,691.71
Building Specific Security Amortized Rental Rate / ABOA	\$25.00 per ABOA SF	\$25.00	\$25.00	\$25.00
Building Specific Security Amortized Rental Rate / RSF		\$2.23	\$2.23	\$2.23
Rent Concessions		None	None	1 month (shell rent only – amortized over 12 months)
NBC Commission Credit (if applicable)	Required			
Historic Preference (if applicable)		N/A	N/A	N/A
Documentation provided?				
Renewal Options	N/A	N/A	N/A	N/A
Renewal Terms	N/A	N/A	N/A	N/A
Evaluated?	N/A	N/A	N/A	N/A
PARKING TERMS & CONDITIONS				
Parking Requirement	130 surface/outside spaces 34	130 surface	130 surface	Offered 130 spaces for \$0.00 as price is included in rent
Total Annual Parking Included in Rent		Yes	Yes	Yes
ADDITIONAL FINANCIAL ASPECTS OF THE OFFER				
Architectural/Engineering Fees		6%	6%	6%

	RLP RQMTS	FPR OFFER DATE: 4/20/2018	FPR OFFER DATE: 6/12/2018	FPR OFFER DATE: 7/17/2018
Project Management Fee		6%	6%	6%
Adjustment for Vacant Premises Rate		\$2.50 per ABOA SF	\$2.50 per ABOA SF	\$2.50 per ABOA SF
HVAC Overtime Rate		\$50.00 per hour per space	\$50.00 per hour per space	\$50.00 per hour per space
24/7 HVAC Rate (LAN)		N/A		
Percentage of Occupancy	Required	44%	44%	44%
REQUIRED OFFER SUBMITTALS				
RLP 7RI2043	Required	Submitted	Submitted	Submitted
Amendment # 1	Required			
Amendment # 2	Required	Submitted	Submitted	Submitted
Amendment # 3	Required			Submitted
Exhibit A, Standard Lease GSA Form L100	Required	Missing		Submitted
Exhibit B, Agency Requirements (Scope of Work)	Required	Submitted	Submitted	Submitted
Exhibit C, Security Requirements for Level III	Required	Submitted	Submitted	Submitted
Exhibit D, GSA Form 3516	Required	Submitted	Submitted	Submitted
Exhibit E, GSA Form 3517B	Required	Submitted	Submitted	Submitted
Exhibit F, GSA Form 1364	Required	Submitted	Submitted	Submitted
Exhibit G, GSA Form 1217	Required	Submitted	Submitted	Submitted
DUNS Number?	Required	605939185	605939185	605939185
Exhibit H, GSA Form 3518-SAM Active Registration in SAM?	Required	Submitted	Submitted	Submitted
Signed by Owner?	Required	\$140,430.18	\$140,430.18	\$140,430.18
Tax Information	Required	Missing		
Fully assessed?	Required	Yes		Yes
Floor Plans (offered space and level of discharge)	Required	Missing		Submitted
Amenities	Required	Missing		Submitted
Negotiation Authority	Required	Missing		

	RLP RQMTS	FPR OFFER DATE: 4/20/2018	FPR OFFER DATE: 6/12/2018	FPR OFFER DATE: 7/17/2018
Commitment of Funds	Required	Missing		Submitted (\$1,250,000.00 credit line doesn't cover full TI and BSAC)
Evidence of compliance with zoning	Required	Missing		
Documentation of Ownership	Required	Missing		
Letter of Intent to Purchase		Submitted	Submitted	Submitted
SITUATIONAL SUBMITTALS				
Energy Star Label	Required	Missing		
List of cost-effective energy improvements	Required	Missing		Submitted
Energy Star Online Tools	Required			
Exhibit J, Commission Agreement	Required	Missing		Submitted
Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000)	Required	Submitted (Not completed)		Submitted
Valid C of O or report from licensed fire protection engineer	Required	Missing		
Parking Plan	Required	Missing		Submitted
DEFICIENCIES				

ABSTRACT OF OFFERS FOR STANDARD LEASE

RLP NUMBER:	7RI2043	AGENCY:	DHS-ICE
DATE RLP ISSUED:	9/18/2017	LOCATION:	Warwick, RI
BUILDING NAME & ADDRESS:	Saxon Building 1 International Way Providence, RI 02886	OFFEROR ADDRESS:	137 Applegate Road Cranston, RI 02920-3731
OFFEROR:	Vito A. Scola	PHONE NUMBER:	978-956-3119
		EMAIL ADDRESS:	
REPRESENTATIVE:	Thomas J. McNaughton VAS Realty	EMAIL ADDRESS:	(b) (6) verizon.net

	RLP RQMTS	OFFER DATE: 10/11/2017	REVISED OFFER DATE: 11/7/2017	FPR OFFER DATE: 3/9/2018	FPR OFFER DATE: 7/17/2018
SPACE OFFERED & CONDITIONS					
ABOA SF	20,579	26,087	20,579	20,579	20,579
RSF		30,000	23,667	23,667	23,667
Common Area Factor		15%	15%	15%	15%
Lease Term	10 years 15 years	10 years	10 years	15 years	15 years
Firm Term	7 years 10 years	7 years	7 years	10 years	10 years
Cancellation Rights	90 days	N/A	365 days	365 days	90 days after firm term
RENTAL RATES OFFERED					
Annual Rent Yrs 1-7 Yrs. 1-5 Yrs. 6-10		(b) (4)			
Annual Rent Yrs 8-10 Yrs. 11-15					
Total Rent Rate / ABOA Yrs 1-7 Yrs. 1-5 Yrs. 6-10					
Total Rent Rate / ABOA Yrs 8-10 Yrs. 11-15					
Total Rent Rate / RSF Yrs 1-7 Yrs. 1-5 Yrs. 6-10					

	RLP RQMTS	OFFER DATE: 10/11/2017	REVISED OFFER DATE: 11/7/2017	FPR OFFER DATE: 3/9/2018	FPR OFFER DATE: 7/17/2018
Total Rent Rate / RSF Yrs 8-10 Yrs. 11-15		Missing	\$34.87	\$46.42	\$46.71
Shell Rate / ABOA Yrs 1-7 Yrs. 1-5 Yrs. 6-10		\$28.46	\$28.45	\$33.18 \$36.44	\$28.58 \$29.73
Shell Rate / RSF Yrs 1-7 Yrs. 1-5 Yrs. 6-10		\$24.75	\$24.75	\$28.85 \$31.69	\$24.85 \$25.85
Base Operating Cost / ABOA		\$10.66	\$11.64	\$12.57	\$12.75
Base Operating Cost / RSF		\$9.27	\$10.12	\$10.93	\$11.09
TI Allowance/Offered amount per ABOA	\$49.00 per ABOA SF	\$0.00	\$10.86	\$49.00	\$49.00
Amortization Rate		Missing	8.75%	6.5%	6.5%
Amortized Rental Rate for TI / ABOA		\$0.00	\$1.55	\$6.68	\$6.68
Amortized Rental Rate for TI / RSF		\$0.00	\$1.35	\$5.81	\$5.81
Building Specific Security Costs		\$0.00	\$114,064.50	\$514,475.00	\$514,475.00
Building Specific Security Amortization Rate		Missing	8.75%	6.5%	6.5%
Building Specific Security Amortization Term		Missing	7 years	10 years	10 years
Annual Amortized Building Specific Security Rent		\$0.00	\$16,330.23	\$70,054.32	\$70,054.32
Building Specific Security Amortized Rental Rate / ABOA	\$25.00 per ABOA SF	\$0.00	\$1.55	\$3.41	\$3.41
Building Specific Security Amortized Rental Rate / RSF		\$0.00	\$1.35	\$2.96	\$2.96
Rent Concessions		None	None	None	None
NBC Commission Credit (if applicable)	Required				
Historic Preference (if applicable)		N/A	N/A	N/A	N/A
Documentation provided?		N/A	N/A	N/A	N/A
Renewal Options	N/A	N/A	N/A	1 – 5 year	N/A
Renewal Terms	N/A	N/A	N/A	\$35.49 RSF	N/A
Evaluated?	N/A	N/A	N/A	No	N/A

	RLP RQMTS	OFFER DATE: 10/11/2017	REVISED OFFER DATE: 11/7/2017	FPR OFFER DATE: 3/9/2018	FPR OFFER DATE: 7/17/2018
PARKING TERMS & CONDITIONS					
Parking Requirement	130 surface/outside spaces 34 spaces	130	130	130	34 24 (POVs onsite available and 70 spaces available on street parking)
Total Annual Parking Rent		\$1105.00 per space	\$1105.00 per space	\$1105.00 per space	\$780.00 per space Storage containers \$4680.00 annual fee Sally port \$12,480.00 annual fee
ADDITIONAL FINANCIAL ASPECTS OF THE OFFER					
Architectural/Engineering Fees		(b) (4)			
Project Management Fee					
Adjustment for Vacant Premises Rate					
HVAC Overtime Rate					
24/7 HVAC Rate (LAN)		N/A	N/A	N/A	
Percentage of Occupancy	Required	100%	100%	100%	100% 79% actually
REQUIRED OFFER SUBMITTALS					
RLP 7RI2043	Required	Missing	Missing		Submitted
Amendment # 1	Required	Submitted	Submitted	Submitted	Submitted
Amendment # 2	Required			Submitted but altered	Submitted
Amendment # 3	Required				Submitted

	RLP RQMTS	OFFER DATE: 10/11/2017	REVISED OFFER DATE: 11/7/2017	FPR OFFER DATE: 3/9/2018	FPR OFFER DATE: 7/17/2018
Exhibit A, Standard Lease GSA Form L100	Required	Missing	Submitted		Submitted
Exhibit B, Agency Requirements (Scope of Work)	Required	Missing	Submitted		Submitted
Exhibit C, Security Requirements for Level III	Required	Missing	Submitted		Submitted
Exhibit D, GSA Form 3516	Required	Missing	Submitted		Submitted
Exhibit E, GSA Form 3517B	Required	Missing	Submitted		Submitted
Exhibit F, GSA Form 1364	Required	Submitted (incomplete)	Submitted		Submitted
Exhibit G, GSA Form 1217	Required	Submitted	Submitted		Submitted
DUNS Number?	Required	800340130	800340130		800340130
Exhibit H, GSA Form 3518-SAM Active Registration in SAM?	Required	Missing	Missing		
Signed by Owner?	Required				
Tax Information	Required	\$90,373.00			\$90,373.00
Fully assessed?	Required	Yes	Yes		Yes
Floor Plans (offered space and level of discharge)	Required	Submitted	Submitted		Submitted
Amenities	Required	Missing	Missing		Submitted
Negotiation Authority	Required	Missing	Missing		
Commitment of Funds	Required	Missing	Submitted		Submitted
Evidence of compliance with zoning	Required	Submitted	Submitted		Submitted
Documentation of Ownership	Required	Submitted	Submitted		Submitted
SITUATIONAL SUBMITTALS					
Energy Star Label	Required	Missing	Missing		Missing
List of cost-effective energy improvements	Required				Submitted (all work already done – no future improvements planned)
Energy Star Online Tools	Required				

	RLP RQMTS	OFFER DATE: 10/11/2017	REVISED OFFER DATE: 11/7/2017	FPR OFFER DATE: 3/9/2018	FPR OFFER DATE: 7/17/2018
Exhibit J, Commission Agreement	Required	Missing	Missing		
Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000)	Required	Missing	Missing		
Valid C of O or report from licensed fire protection engineer	Required	Submitted	Submitted		Submitted
Parking Plan	Required	Missing	Missing		
DEFICIENCIES					

ABSTRACT OF OFFERS FOR STANDARD LEASE

RLP NUMBER:	7RI2043	AGENCY:	DHS-ICE
DATE RLP ISSUED:	9/18/2017	LOCATION:	Warwick, RI
BUILDING NAME & ADDRESS:	Saxon Building 1 International Way Providence, RI 02886	OFFEROR ADDRESS:	137 Applegate Road Cranston, RI 02920-3731
OFFEROR:	Vito A. Scola	PHONE NUMBER: EMAIL ADDRESS:	978-956-3119
REPRESENTATIVE:	Thomas J. McNaughton VAS Realty	EMAIL ADDRESS:	(b) (6) verizon.net

	RLP RQMTS	OFFER DATE: 10/11/2017	REVISED OFFER DATE: 11/7/2017	FPR OFFER DATE: 3/9/2018
SPACE OFFERED & CONDITIONS				
ABOA SF	20,579	26,087	20,579	\$20,579
RSF		30,000	23,667	\$23,667
Common Area Factor		15%	15%	15%
Lease Term	10 years 15 years	10 years	10 years	15 years
Firm Term	7 years 10 years	7 years	7 years	10 years
Cancellation Rights	90 days	N/A	365 days	365 days
RENTAL RATES OFFERED				
Annual Rent Yrs 1-7 Yrs. 1-5 Yrs. 6-10		\$1,020,600.00	\$873,548.97 \$982,040.00 on 1364	\$1,149,032.85 \$1,216,247.13
Annual Rent Yrs 8-10 Yrs. 11-15		Missing	\$825,268.29	\$1,098,622.14
Total Rent Rate / ABOA Yrs 1-7 Yrs. 1-5 Yrs. 6-10		\$39.12	\$42.43 \$40.09 on 1364	\$55.84 \$55.82 on 1364 \$59.10
Total Rent Rate / ABOA Yrs 8-10 Yrs. 11-15		Missing	\$40.09	\$53.39
Total Rent Rate / RSF Yrs 1-7 Yrs. 1-5 Yrs. 6-10		\$34.02	\$36.91 \$34.87 on 1364	\$48.55 \$51.39

	RLP RQMTS	OFFER DATE: 10/11/2017	REVISED OFFER DATE: 11/7/2017	FPR OFFER DATE: 3/9/2018
Total Rent Rate / RSF Yrs 8-10 Yrs. 11-15		(b) (4)		
Shell Rate / ABOA Yrs 1-7 Yrs. 1-5 Yrs. 6-10				
Shell Rate / RSF Yrs 1-7 Yrs. 1-5 Yrs. 6-10				
Base Operating Cost / ABOA				
Base Operating Cost / RSF				
TI Allowance/Offered amount per ABOA	\$49.00 per ABOA SF			
Amortization Rate				
Amortized Rental Rate for TI / ABOA				
Amortized Rental Rate for TI / RSF				
Building Specific Security Costs				
Building Specific Security Amortization Rate				
Building Specific Security Amortization Term				
Annual Amortized Building Specific Security Rent				
Building Specific Security Amortized Rental Rate / ABOA	\$25.00 per ABOA SF			
Building Specific Security Amortized Rental Rate / RSF				
Rent Concessions				
NBC Commission Credit (if applicable)	Required			
Historic Preference (if applicable)				
Documentation provided?				
Renewal Options	N/A			
Renewal Terms	N/A			
Evaluated?	N/A			

	RLP RQMTS	OFFER DATE: 10/11/2017	REVISED OFFER DATE: 11/7/2017	FPR OFFER DATE: 3/9/2018
PARKING TERMS & CONDITIONS				
Parking Requirement	130 surface/outside spaces	(b) (4)		
Total Annual Parking Rent				
ADDITIONAL FINANCIAL ASPECTS OF THE OFFER				
Architectural/Engineering Fees				
Project Management Fee				
Adjustment for Vacant Premises Rate				
HVAC Overtime Rate				
24/7 HVAC Rate (LAN)				
Percentage of Occupancy	Required			
REQUIRED OFFER SUBMITTALS				
RLP 7RI2043	Required			
Amendment # 1	Required			
Amendment # 2	Required			
Exhibit A, Standard Lease GSA Form L100	Required			
Exhibit B, Agency Requirements (Scope of Work)	Required			
Exhibit C, Security Requirements for Level III	Required			
Exhibit D, GSA Form 3516	Required			
Exhibit E, GSA Form 3517B	Required			
Exhibit F, GSA Form 1364	Required			
Exhibit G, GSA Form 1217	Required			
DUNS Number?	Required			
Exhibit H, GSA Form 3518-SAM Active Registration in SAM?	Required			

	RLP RQMTS
Signed by Owner?	Required
Tax Information	Required
Fully assessed?	Required
Floor Plans (offered space and level of discharge)	Required
Amenities	Required
Negotiation Authority	Required
Commitment of Funds	Required
Evidence of compliance with zoning	Required
Documentation of Ownership	Required
SITUATIONAL SUBMITTALS	
Energy Star Label	Required
List of cost-effective energy improvements	Required
Energy Star Online Tools	Required
Exhibit J, Commission Agreement	Required
Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000)	Required
Valid C of O or report from licensed fire protection engineer	Required
Parking Plan	Required
DEFICIENCIES	

(b) (4)

PRICE NEGOTIATION MEMORANDUM AND RECORD OF AWARD DECISION

PROJECT NO. 7RI2043
LEASE NO. GS-01P-LRIXXXXX
U.S. Immigration and Customs Enforcement
Warwick, RI

BACKGROUND AND REQUIREMENT

GSA currently leases 30,000 rentable square feet (“RSF”) 29,204 ANSI/BOMA office area square feet (“ABOA SF”) of office and related space for U.S. Immigration and Customs Enforcement (ICE) at 1 International Way in Warwick, Rhode Island under Lease No. LRI04549 that expires April 30, 2019.

U.S Immigration and Customs Enforcement requires 20,579 ABOA square feet of office and related space in Warwick, Rhode Island. The term is for fifteen (15) years, ten (10) years firm. The offered space must meet Government requirements for fire and life safety and accessibility. Thirty-Four (34) surface/outside reserved parking spaces are required for this procurement

On April 28, 2017, Jones Lang LaSalle Americas, Inc. (JLL) received task order #GS-P-00-17-BQ-0146 from the General Services Administration with the above request.

Specialized requirements include exterior covered, fenced sally port, room for two storage containers located in parking area outside of building (each container occupies approximately 320 sf of space), and space and parking must be 24/7 accessible. There is no suitable, federally controlled space to house this requirement.

The Government’s objective is to acquire suitable space from a responsible source to house the ICE in accordance with all federal procurement regulations and GSA policies. The lease terms will be negotiated at a rental rate consistent with current market conditions at a fair and reasonable price.

METHOD

Full and Open Competition

ADVERTISEMENT AND MARKET SURVEY INFORMATION

GSA posted an advertisement on the Federal Business Opportunities website (FBO) from June 16, 2017 through July 10, 2017. The delineated area was defined within with the following boundaries: City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston, Rhode Island. There were six (6) expressions of interest received following the FBO advertisement. Of the 6 expressions of interest received it was determined that only 4 building met the agency requirements.

Thomas J. McNaughton VAS Realty (b) (6) (b) (6) verizon.net	Current Location: 1 International Way Warwick, RI
Paul Hood CBRE 750 9th Street, NW Suite 900 Washington, DC 20001 (b) (6)	Mashapaug Commons 77 Reservoir Ave Providence, RI
Jamie Scruggs Government Lease Advisors, Inc. Washington DC (b) (6) (b) (6) govleaseadvisors.com	487 Jefferson Boulevard Warwick, RI
Alden Anderson CBRE/New England One Financial Plaza 14th Floor Providence, RI 02903 (b) (6) (b) (6) cbre-ne.com Robert Clark Cape Moraine LLC 26260 Devonshire Ct. Unit 101 Bonita Springs, FL 34134 (b) (6) (b) (6) @comcast.net	443 Jefferson Boulevard Warwick, RI

In addition to the posting the FBO advertisement, the GSA Broker Contractor, Sean Lynch, did a thorough search for available space by conducting a subsequent market sweep through CoStar research and market due diligence, to identify additional properties that could potentially satisfy the requirement.

GSA posted an advertisement on the Federal Business Opportunities website (FBO) from December 1, 2017 through December 18, 2017 amending the term from 10 years, 7 years firm to 15 years, 10 years firm. The delineated area was defined within with the following boundaries: City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston, Rhode Island.

MARKET SURVEY

GSA conducted a market survey on August 17, 2017. The Government representatives surveyed four buildings, of which three were determined to meet, or were capable of meeting, the Government's requirements.

Two buildings became unavailable soon after submitting their expressions of interest. One building was deemed to be too close to residential homes which would not meet the agency's requirements.

The full market survey report is in the project file.

REQUEST FOR LEASE PROPOSALS

The Request for Lease Proposals (RLP) No. 7RI2043 was sent to the ICE representative for concurrence on September 14, 2017. The agency concurred with the RLP package on September 14, 2017. GSA sent the final RLP package via email to VAS Realty, Government Lease Advisors Inc., and CBRE/ New England on September 15, 2017 with a due date for initial offers on October 9, 2017 at 5:00 p.m., Eastern Time.

RLP AMENDMENTS

No. 1 – issued September 29, 2017 to VAS Realty for extending initial offer due date from 10/09/2017 to 10/11/2017

No. 2 – issued February 22, 2018 to VAS Realty and Cape Moraine LLC for firm term changed from 7 years to 10 years.

No. 3 – issued July 9, 2018 to VAS Realty and Cape Moraine LLC for changed parking spaces from 130 surface/outside parking to 34 surface/outside parking spaces.

NEGOTIATION OBJECTIVES

The following negotiation objectives were prepared during pre-solicitation using information from CoStar, GSA Comparables, JLL Research, and market knowledge from Sean Lynch, the local markets JLL broker representative. A Bullseye report was not received for this project since Warwick, RI is not considered to be within a major metropolitan area.

ITEM	LOWER RANGE	AVG	UPPER RANGE
Shell Rental Rate (RSF)	(b)	(4)	
Base Cost of Service (RSF)			
TI Amortization Interest Rate			
BSAC Amortization Interest Rate			
Tenant Improvement Rate (RSF)			
BSAC Rate (RSF)			
Full Service Rental Rate (year 1)			
Hourly Overtime Rate (\$/hr)			

OFFERS RECEIVED

GSA received timely initial offers from the following:

Offeror One: Cape Moraine, LLC, October 11, 2017 (RREF 443 Jefferson Boulevard, LLC)

Offeror Two: VAS Realty, September 18, 2017

Offeror Three: Government Lease Advisors, Inc., Inc., October 11, 2017

RECORD OF NEGOTIATIONS:

Offeror One

Negotiations were conducted by Government Representative Richard Corley and Maureen Payton, Broker Contractor under the advisement of Mark Shinto, GSA Lease Contracting Officer:

Offeror	Cape Moraine, LLC
---------	-------------------

Offeror Representative	Robert Clark
Company	Cape Moraine, LLC
Phone Number	(b) (6)
Email	(b) (6) comcast.net
Building Name	443 Jefferson
Building Address	443 Jefferson Blvd. Warwick, RI 02886

Cape Moraine, LLC				
Item	Initial Offer (4/20/2018)	Revised Offer (6/12/2018)	Final Proposal Revisions	Negotiation Objective Range
Shell Rental Rate/RSF	(b) (4)			
Base Cost of Services/RSF				
TI Amortization Interest Rate (%)				
BSAC Amortization Interest Rate (%)				
Tenant Improvement Rate/RSF				
BSAC Rate/RSF				
Fully Serviced Rental Rate – Firm Term/RSF				
Fully Serviced Rental Rate – Soft Term/RSF				
Market Midpoint/RSF				
Other Objectives:				
TI Overhead Fees - Lessor PM				
TI Overhead Fees – A/E				
Hourly Overtime Rate/Hr)				
Adjustment for Vacant Premises/ABOA SF				
Free Rent (# of months)				
Present Value/ABOA SF				

On March 9, 2018, RREF 443 Jefferson Boulevard, LLC, the original offeror of 443 Jefferson Blvd. advised that the ownership was focused on selling the building rather than leasing. Cape Moraine, LLC advised they were looking to obtain a purchase agreement from the new ownership upon the sale being finalized in order to offer 443 Jefferson Blvd.

The initial offer was submitted by Cape Moraine, LLC. on April 20, 2018. The Landlord offered 20,579 ABOA SF (not including Common Area Factor) and 24,077 RSF on the ground floor of the building with 130 reserved parking spaces. The initial offer was not technically acceptable. A clarification letter with detailed errors and request for clarification was provided to the offeror showcasing the following:

MISSING or INCOMPLETE ITEMS

- 1. No Rent Concessions**
- 2. RLP Exhibit A, Standard Lease GSA Form L100**
 - a. Please initial the bottom of each page within the exhibit
- 3. Zoning Compliance**
 - a. Per RLP Par. 3.06(D), please provide proof that the property is compliant with local zoning laws.
- 4. List or map of amenities**
- 5. Letter of negotiation authority**
- 6. Letter of commitment of funds**
- 7. Energy Star Label or list of cost-effective energy improvements**
- 8. Floor Plans**
 - a. Per RLP Par. 3.06(O), please provide an AutoCAD file in .dwg format of the offered space and a PDF floor plan of the offered space.
- 9. Commission Agreement**
- 10. RLP Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000)**
 - a. Per RLP Par. 3.06(J), please submit information that confirms this building meets the Government's Fire Life Safety standards.
- 11. Certificate of Occupancy**
- 12. Parking plan**
 - a. On your site plan or any other visual depiction, please indicate which spaces will be reserved and secured for the tenant agency's use. If you cannot provide a visual, per RLP Par. 3.06(L), please provide a narrative of how the parking requirement will be met.

On April 24, 2018, GSA and JLL began conversation with the offeror to discuss missing items in the offer. Maureen Payton conducted a call with the offeror to discuss documents needed with submission as soon as possible.

On June 12, 2018, GSA and JLL received Cape Moraine, LLC's revised offer via Email. Upon review of the offer, Maureen Payton confirmed the submission of missing and incomplete documents. The revised offer was not technically acceptable.

Maureen Payton sent Cape Moraine, LLC the Request for Final Proposal Revisions letter on July 9, 2018. The letter included a due date for FPR of July 17, 2018 by 5:00 p.m. Eastern Time. On July 9, 2018 JLL conducted a call with the offeror prior to submitting Final Proposal Revisions to assure the offeror understood all items needing clarification.

GSA and JLL received Cape Moraine, LLC FPR timely on July 17, 2018. Changes in the FPR include a change of parking spaces 130 to 34 parking spaces. The FPR WAS acceptable and the Present Value rate was \$40.34 per ABOA SF.

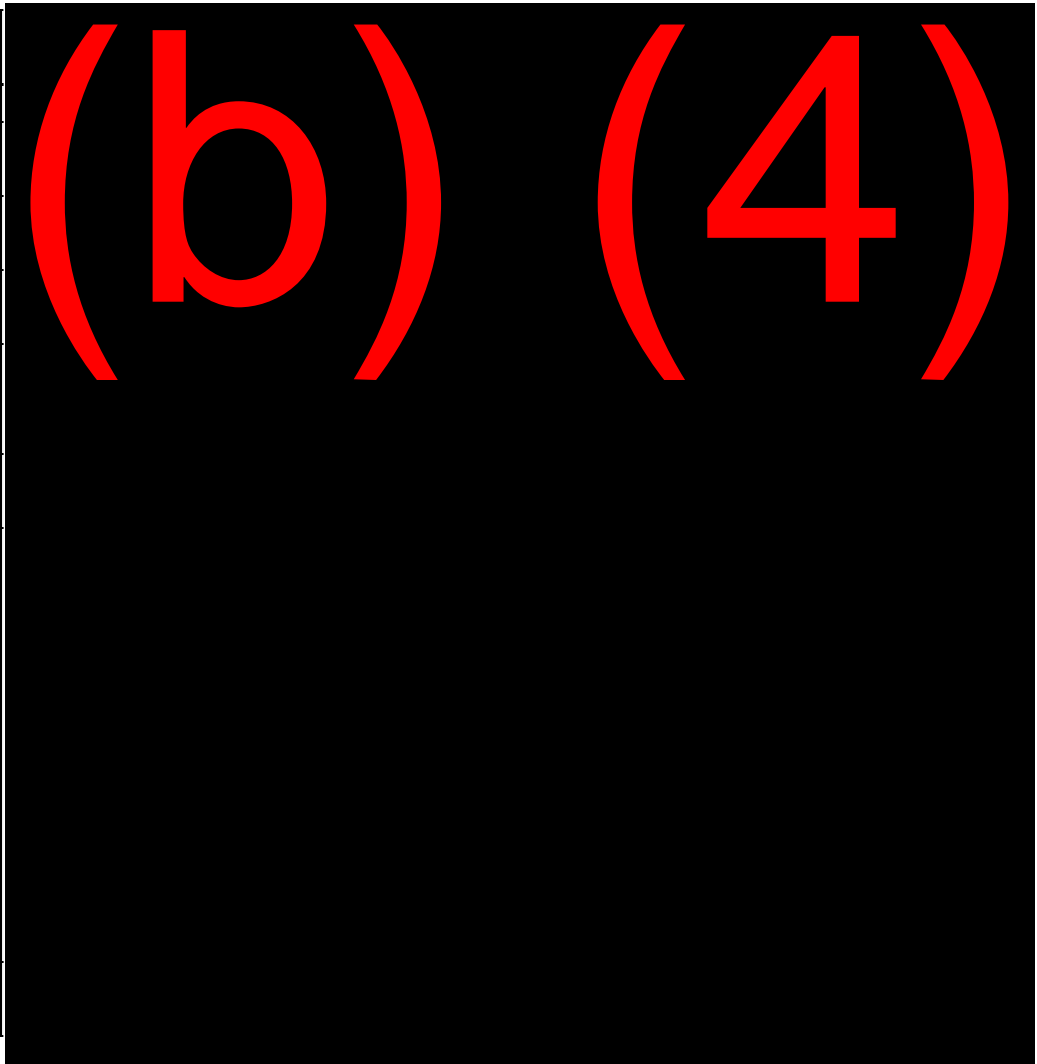
Offeror Two

Negotiations were conducted by Government Representative, Richard Corley and Maureen Payton, under the advisement of Mark Shinto, GSA Lease Contracting Officer:

Offeror	VAS Realty
Offeror Representative	Thomas J. McNaughton
Company	VAS Realty
Phone Number	(b) (6)
Email	(b) (6) verizon.net
Building Name	Saxon Building
Building Address	1 International Way Providence, RI 02886

Item	VAS Realty
Shell Rental Rate/RSF	(b) (4)
Base Cost of Services/RSF	
TI Amortization Interest Rate (%)	
BSAC Amortization Interest Rate (%)	
Tenant Improvement Rate/RSF	
BSAC Rate/RSF	
Fully Serviced Rental Rate – Firm Term/RSF	
Fully Serviced Rental Rate – Soft Term/RSF	

Market Midpoint/RSF
Other Objectives
TI Overhead Fees - Lessor PM
TI Overhead Fees – A/E
Hourly Overtime Rate/Hr)
Adjustment for Vacant Premises/ABOA SF
Free Rent (# of months)
Parking Rate/Space/Year
Present Value/ABOA SF



The initial offer was submitted by VAS Realty on October 11, 2017. The Landlord offered 26,087 ABOA SF (not including Common Area Factor) and 30,000 RSF on the ground and first floors of the building with 130 reserved parking spaces. The initial offer was not technically acceptable. A clarification letter with detailed errors and request for clarification was provided to the offeror showcasing the following:

INCOMPLETE & INCORRECT ITEMS

1. GSA Form 1364C –

- a. **Section II, Box 9** – Place the maximum amount noted in RLP Para 1.02 (20,579 ABOA)
- b. **Section II, Box 10** – Correct the offered RSF amount
- c. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need \$49.00 per ABOA sf in tenant improvement allowance. Please revise.
- d. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need \$25.00 per ABOA sf in building specific amortized capital for security related improvements. Please revise.
- e. **Section II, Line 20** – Confirm the shell rental rate for years 8 – 10
- f. **Section III, Box 27** – Confirm the fee schedule for tenant improvements

MISSING ITEMS

13. RLP Exhibit A. Standard Lease GSA Form L201C

- a. Please initial the bottom of each page within the exhibit

14. RLP Exhibit B. Agency Special Requirements

- a. Please initial the bottom of each page within the exhibit

15. RLP Exhibit C. Security Requirements Level III

- a. Please initial the bottom of each page to confirm that your group is in agreement with the security requirements

16. RLP Exhibit D. GSA Form 3516, Solicitation Provisions

- a. Please initial the bottom of each page within the exhibit

17. RLP Exhibit E. GSA Form 3517B, General Clauses

- a. Please initial the bottom of each page within the exhibit

18. Conditional Commitment of Funds

- a. Per RLP Par. 3.06(C), please provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space.

On November 7, 2017, GSA and JLL received VAS Realty's revised offer via Email. Upon review of the offer, Richard Corley confirmed the submission of missing and incomplete documents. The revised offer was not technically acceptable.

Richard Corley sent VAS Realty the Request for Final Proposal Revisions letter on February 26, 2018, detailed errors and request for clarification. The letter included a due date for FPR of March 9, 2018 by 5:00 p.m. Eastern Time.

INCOMPLETE & INCORRECT ITEMS

1. GSA Form 1364C –

- a. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need (b) (4) per ABOA sf in tenant improvement allowance. Please revise.
- b. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need (b) (4) per ABOA sf in building specific amortized capital for security related improvements. Please revise.

Maureen Payton sent VAS Realty the Request for Final Proposal Revisions letter on July 9, 2018, detailed errors and request for clarification. The letter included a due date for FPR of July 17, 2018 by 5:00 p.m. Eastern Time.

1. GSA Form 1364

- a. **Section II, Box 16** – Per RLP Para. 4.01, a competitive negotiation range has been established for this procurement and your current offer is outside of the competitive negotiation range. Please revise.
- b. **Section II, Box 16** – Per RLP Para. 4.01, a competitive negotiation range has been established for this procurement and your current offer is outside of the competitive negotiation range. Please revise.
- c. **Section II, Box 21** – Please revise annual cost per space to a more competitive rate.

- d. **Section III, Box 22c** – Per RLP Para. 1.02F, 90 days cancellation notice is required. Please revise.
- e. **Section III, Box 23** – Per RLP 7RI2043, a renewal option is not requested. Please revise.
- f. **Section III, Box 26a** – Please revise commission to meet market.
- g. **Section III, Box 27a** – Please revise to a more competitive percentage.
- h. **Section III, Box 27b** – Please revise to a more competitive percentage.
- i. **Section III, Box 28** – Please revise to provide a competitive adjustment for vacant premises.
2. **RLP No. 7RI2043** – Please return with owner initials.
3. **Amendment No. 2** – Please resubmit without any deviations to the document.
4. **Amenities** – Per RLP Para. 3.06Q – Please provide map or narrative of amenities.
5. **Energy Star or List of Cost Effective Energy Improvements** – Per RLP Para. 3.06R – Please provide evidence of Energy Star Label or cost-effective energy improvements to be completed.
6. **Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000)** – Please complete and return this form.
7. **Amendment No. 3** - 34 surface/outside parking spaces for GOVs

GSA and JLL received VAS Realty's FPR timely on July 17, 2018. Changes in the FPR include a change of parking spaces 130 to 34 parking spaces. **The FPR WAS NOT acceptable as rates remained outside of competitive range and the Present Value rate was \$(b) (4)**

Offeror Three

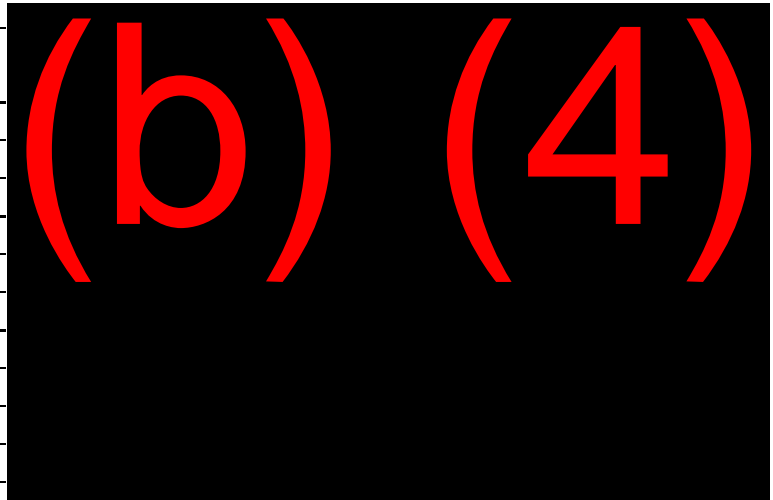
Negotiations were conducted by Government Representative Richard Corley, under the advisement of Mark Shinto, GSA Lease Contracting Officer:

Offeror	Government Lease Advisors, Inc.
Offeror Representative	Jamie Scruggs
Company	Government Lease Advisors Inc.
Phone Number	(b) (6)
Email	(b) (6) govleaseadvisors.com
Building Name	487 Jefferson Blvd.
Building Address	487 Jefferson Blvd. Warwick, RI

Government Lease Advisors, Inc.
Item
Shell Rental Rate/RSF
Base Cost of Services/RSF
TI Amortization Interest Rate (%)
BSAC Amortization Interest Rate (%)
Tenant Improvement Rate/RSF
BSAC Rate/RSF

(b) (4)

Fully Serviced Rental Rate – Firm Term/RSF
Fully Serviced Rental Rate – Soft Term/RSF
Market Midpoint/RSF
Other Objectives
TI Overhead Fees - Lessor PM
TI Overhead Fees – A/E
Hourly Overtime Rate/Hr)
Adjustment for Vacant Premises/ABOA SF
Free Rent (# of months)
Parking Rate/Space/Month
Present Value/ABOA SF



The initial offer was submitted by Government Lease Advisors, Inc., on October 11, 2017. The Landlord offered 20,579 ABOA SF (not including Common Area Factor) and 22,637 RSF on the first floor of the building with 130 reserved parking spaces. The initial offer was not technically acceptable. A clarification letter with detailed errors and request for clarification was provided to the offeror showcasing the following:

INCOMPLETE & INCORRECT ITEMS

2. **GSA Form 1364C –**
 - a. **Section II, Box 12c & 13c** – The offered interest rate is above a GSA acceptable rate. Please revise.
3. **GSA Form 1217 –**
 - a. **Section I, Column B** – Please confirm each line item. This does not seem correct since multiple items are the same price.

MISSING ITEMS

1. **RLP Exhibit A. Standard Lease GSA Form L201C**
 - a. Please initial the bottom of each page within the exhibit
2. **RLP Exhibit B. Agency Special Requirements**
 - a. Please initial the bottom of each page within the exhibit
3. **RLP Exhibit C. Security Requirements Level III**
 - a. Please initial the bottom of each page to confirm that your group is in agreement with the security requirements
4. **RLP Exhibit D. GSA Form 3516, Solicitation Provisions**
 - a. Please initial the bottom of each page within the exhibit
5. **RLP Exhibit E. GSA Form 3517B, General Clauses**
 - a. Please initial the bottom of each page within the exhibit
6. **RLP Exhibit H. GSA Form 3518, Addendum to System for Award Management Representations and Certifications**
 - a. Per RLP Par. 3.06(B), please submit this exhibit completed. Please attach a copy of your active SAM registration.

7. Conditional Commitment of Funds

- a. Per RLP Par. 3.06(C), please provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space.

8. Zoning Compliance

- a. Per RLP Par. 3.06(D), please provide proof that the property is compliant with local zoning laws. Proof was not received via email or postal mail.

9. Documentation of Ownership

- a. With respect to RLP Par. 3.06(E), please provide a copy of the warranty deed, including the legal description, to demonstrate satisfactory evidence of ownership.

10. RLP Exhibit I. GSA Form 12000

- a. Per RLP Par. 3.06(J), please submit information that confirms this building meets the Government's Fire Life Safety standards.

11. Building Tax Information

- a. Per RLP Par. 3.06(K), please provide the legal description and prior year tax notices for the offered property

12. Parking Plan

- a. On your site plan or any other visual depiction, please indicate which spaces will be reserved and secured for the tenant agency's use. If you cannot provide a visual, per RLP Par. 3.06(L), please provide a narrative of how the parking requirement will be met.

13. Floor Plans

- a. Per RLP Par. 3.06(O), please provide an AutoCAD file in .dwg format of the offered space and a PDF floor plan of the offered space.

14. Energy Star Documentation

- a. Please note that no later than the due date for final proposal revisions, Offeror must submit documentation in accordance with RLP Paragraph 3.06(R).

On November 10, 2017, Government Lease Advisors, Inc., advised that they would be withdrawing from consideration for RLP 7RI2043.

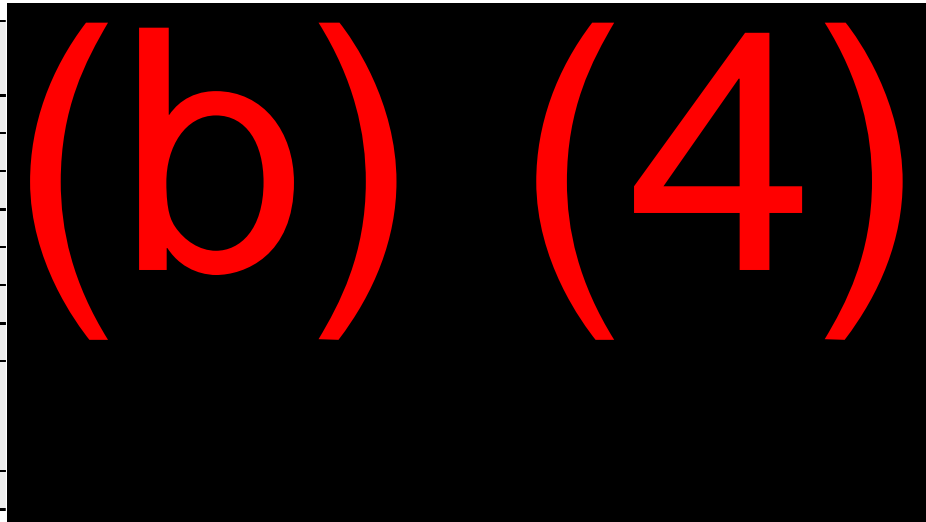
EVALUATION/CONCLUSION

PRICE EVALUATION

By the close of FPR, two offers were received for this procurement. A present value evaluation of these offers were conducted by JLL representative Maureen Payton and submitted to LCO Mark Shinto for review and approval. A summary of FPR offers and PVAs are presented in the following table:

Summa	
<u>Item</u>	(b) (4)
RSF	
ABOASF	

Shell Rent/RSF Yrs 1-10
Shell Rent/RSF Yrs 11-15
Operating Expenses*
TI Rent/RSF Yrs 1-10
BSACRent/RSF Yrs 1-10
Amortization Rate
HVAC OT Rate
Vacant Premises Adjust.
Concessions
PVA/ABOASF



As can be seen in the table above, the offer from Cape Moraine, LLC. located at 443 Jefferson Boulevard in Warwick, RI is the lowest-priced, technically-acceptable offer to the RLP, with a present value of (b) (4). Cape Moraine, LLC offered a full-service rate (b) (4) for years 1 through 15 for a total contract value of (b) (4). The offered rental rates, all components, and other pricing items fell within acceptable ranges and below the market high-point. The rental rates compare favorably with current market conditions, as supported by the Negotiation Objectives prepared for this procurement.

TECHNICAL EVALUATION: This section is intended to address technical compliance for lowest price technically acceptable procurements. Technical evaluations under best value tradeoff procurements should be addressed in separate documents such as source selection evaluation reports.

GSA verified the final offer submitted by Cape Moraine, LLC is technically acceptable:

1. The square footage of 20,579 ABOA SF on the ground floor of the building located 443 Jefferson Boulevard, along with 34 onsite, reserved parking spaces.
2. GSA has confirmed the availability of a variety of employee services/amenities within the immediate vicinity of the building. JLL has confirmed this through online search .
3. GSA has confirmed through online search the following public transportation service to the building.
4. GSA Regional Environmental Quality Advisor confirmed that 443 Jefferson Boulevard is not located within a floodplain, as documented in the file.
5. GSA Regional Fire Protection Engineer conducted a review of the Fire and Life Safety and documentation and confirmed that that the proposed site meets RLP fire and life safety requirements.
6. GSA verified the Offeror has a conditional commitment of funds letter in the amount necessary to prepare shell, TI and BSAC improvements to the space.
7. GSA verified that the building is zoned in GI (General Industrial District) per the City of Warwick Planning and Zoning Department.

8. GSA verified evidence of ownership and/or control of site by reviewing the Purchase Agreement with current Deed Owner.
9. The offered building meets the requirements under the RLP Paragraph “Energy Independence and Security Act” as follows:
 - **No space is offered in a Building with an Energy Star Label that meets RLP requirements**
 - **Energy Efficient LED Lighting – All interior lighting will be replaced with new LED lighting per final Tenant requirements. All exterior lighting, including parking lot poles (5), will be replaced with new LED lighting.**
 - **Lighting Occupancy Sensors – Light controls and occupancy sensors will be installed to manage all interior spaces.**
 - **Energy Star HVAC Equipment – HVAC unit(s) compliant with the Energy Star Program Requirements for Light Commercial HVAC Gas/Electric Package Unit will be installed to meet the full building demand.**
 - **Energy Star hot water heater**
 - **Remote access HVAC thermostat controls**
 - **Low flush toilets**
 - **Touchless faucets**

SYSTEMS FOR AWARD MANAGEMENT (SAM) REGISTRATION

- Offeror is registered in the SAM database
- Offeror has no active exclusions
- Offeror’s registration purpose is listed as “All Awards”
- Owner is not a foreign-owned entity
- Offeror has completed all required online Representations and Certifications; LCO has reviewed these and placed in lease file. Based on this review:
 - Offeror is a small business and does not need to complete a small business subcontracting plan

Based on the above, the Government has determined that the offer by Cape Moraine, LLC. for 20,579 ABOA SF (24,077 RSF) at 443 Jefferson Boulevard, Warwick, RI is fair and reasonable and that it is in the best interest of the Government to award this lease to Cape Moraine, LLC to meet the requirements identified in RLP No. 7RI2043.

Reviewed by:

NAME

Regional Counsel

Date

Prepared by:

PNM Project # 7RI2043

(b) (6)

NAME
Broker Contractor

8/16/2018

Date

Approved by:

NAME
Lease Contracting Officer

Date



GSA Public Buildings Service

July 9, 2018

VIA ELECTRONIC MAIL

Thomas J. McNaughton
VAS Realty
(978)956-3119
tom5688@verizon.net

RE: Request for Final Offer Proposals – Request for Lease Proposal No. 7RI2043
Offered Building: 1 International Way, Warwick, RI

Dear Mr. McNaughton:

Thank you for your most recent revisions to the above-referenced RLP. You are hereby requested to submit your Final Proposal Revisions for the above referenced solicitation by 5:00 pm Eastern on **July 17, 2018**. Your Final Proposal Revisions should be submitted electronically to the GSA Lease Contracting Officer, Mark Shinto, and to GSA's broker representative, Maureen Payton of JLL. Negotiations regarding this Request for Lease Proposal (RLP) will remain open until this date and time.

The following deficiencies need to be addressed as part of your Final Proposal Revision:

1. GSA Form 1364

- a. **Section II, Box 16** – Per RLP Para. 4.01, a competitive negotiation range has been established for this procurement and your current offer is outside of the competitive negotiation range. Please revise.
- b. **Section II, Box 16** – Per RLP Para. 4.01, a competitive negotiation range has been established for this procurement and your current offer is outside of the competitive negotiation range. Please revise.
- c. **Section II, Box 21** – Please revise annual cost per space to a more competitive rate.
- d. **Section III, Box 22c** – Per RLP Para. 1.02F, 90 days cancellation notice is required. Please revise.
- e. **Section III, Box 23** – Per RLP 7RI2043, a renewal option is not requested. Please revise.
- f. **Section III, Box 26a** – Please revise commission to meet market.
- g. **Section III, Box 27a** – Please revise to a more competitive percentage.
- h. **Section III, Box 27b** – Please revise to a more competitive percentage.
- i. **Section III, Box 28** – Please revise to provide a competitive adjustment for vacant premises.

2. RLP No. 7RI2043 – Please return with owner initials.

3. Amendment No. 2 – Please resubmit without any deviations to the document.

4. Amenities – Per RLP Para. 3.06Q – Please provide map or narrative of amenities.

5. Energy Star or List of Cost Effective Energy Improvements – Per RLP Para. 3.06R – Please provide evidence of Energy Star Label or cost effective energy improvements to be completed.

6. Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000) – Please complete and return this form.

7. Amendment No. 3 - 34 surface/outside parking spaces for GOVs

Per RLP Para. 4.01 - The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.


Please keep in mind that this is a competitive procurement. We strongly encourage you to review the financial terms of your offer to ensure that you are providing the most aggressive rental rate to the Government. In particular, please review your shell rental rate, operating costs, and parking costs. As an alternative to reducing your overall rate, you may wish to consider providing additional free rent at the start of the lease.

The Final Proposal Revisions should address any aspect of your proposal that you wish to modify. Items that are not addressed will be construed as remaining unchanged from your revised offer submitted March 9, 2018. If you do not submit Final Proposal Revisions, the Government will consider your previous proposal to be your Final Offer. Should your response not be returned under the guidelines of the RLP, your response shall be non-compliant.

The date established by the Government for submission of Final Proposal Revisions represents the termination of all negotiations in connection with the above referenced RLP. After termination of negotiations, you may be contacted to provide additional information or for clarification of your offer. However, this is not a re-opening of negotiations and you will not be permitted to modify your proposal.

Please respond to the above items and submit all required documents no later than **July 17, 2018**. In the interim, should you require further clarification please Maureen Payton of JLL at 202-719-5619 or maureen.ezeike@gsa.gov

Sincerely,



(b) (6)

Mark Shinto
Lease Contracting Officer
U.S. General Services Administration

cc: Maureen Payton, JLL

Award: GS-01P-LRI00279 / GS-01P-LRI00279 / Award Notice to Announce Satisfaction of 20,579 ABOA SF in Warwick, RI 7RI2043 - 7RI2043 (Archived)

Notice Type:

Award Notice

Posted Date:

November 5, 2018

Response Date:

-

Archiving Policy:

Automatic, 15 days after award date

Archive Date:

November 8, 2018

Classification Code:

X -- Lease or rental of facilities

NAICS Code:

531 -- Real Estate/531120 -- Lessors of Nonresidential Buildings (except Miniwarehouses)

NOTICE INFORMATION**Agency/Office:**

Public Buildings Service (PBS)

Location:

PBS Center for Broker Services (47PA05)

Title:

GS-01P-LRI00279 / Award Notice to Announce Satisfaction of 20,579 ABOA SF in Warwick, RI 7RI2043

Contract Award Date:

October 24, 2018

Description(s):

Added: Nov 05, 2018 2:33 pm

New/replacing lease awarded using Full and Open competition for 24,077 SF RSF yielding 20,579 ABOA SF of office space together with thirty-four (34) on-site, reserved surface parking spaces for the Government's exclusive use at: 443 Jefferson Boulevard, Warwick, RI 02886

Primary Point of Contact.:

Maureen Payton,
Associate

maureen.ezeike@gsa.gov

Phone: 2027195619

Secondary Point of Contact:

Sean Lynch

sean.lynch@am.jll.com

Phone: 6173166488

Contract Award Number:

GS-01P-LRI00279

Contract Award Dollar Amount:

\$13,362,735.00

Contractor Awarded Name:

Cape Moraine, LLC

Contractor Awarded Address:

26260 Devonshire ct. Unit 101

Bonita Springs , Florida 34134

United States

Contracting Office Address:

See procurement notice or solicitation for address and remittance information.

,

United States

Allow Vendors To Add/Remove From Interested Vendors:

Yes

Allow Vendors To View Interested Vendors List:

Yes

Recovery and Reinvestment Act Action:

No

Solicitation External Reference:

<https://www.fbo.gov/notices/c3e6c31f3efce2cd203ee1749e502124>

PROCUREMENT NOTICE (ARCHIVED) INFO

Created:November 5, 2018 2:33 pm

Modified:November 8, 2018 4:37 am

NOTICE HISTORY

Original Notice: **7RI2043** (Nov 05, 2018)

7/9/2018

**Amendment Number 3
to Request for Lease Proposals No. 7RI2043
for the Department of Homeland Security – Immigration and Customs Enforcement in Warwick, RI**

The purpose of this Amendment to Request for Lease Proposals (RLP) No. 7RI2043 is to revise the lease term

RLP PARAGRAPH 1.02 C IS HEREBY MODIFIED TO STATE THE FOLLOWING:

C. The Government requires 0 structured/inside parking spaces and 34 surface/outside parking spaces, reserved for the exclusive use of the Government (please provide narrative on ability to accommodate 94 surface/outside parking spaces for privately owned vehicles not be included in lease). These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

-----**END OF RLP CHANGES**-----

This document is now considered to be part of RLP No. 7RI2043.

All respondents to this RLP shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy of this Amendment must be received by 5:00 p.m. Eastern on July 17, 2018. You may email a signed copy of this Amendment to Maureen Payton of JLL at Maureen.ezeike@gsa.gov.

FOR THE OFFEROR

SIGNATURE

NAME

TITLE

DATE

FOR THE GOVERNMENT

SIGNATURE

NAME

TITLE

DATE

(b) (6)

Mark S. SHINDO

LG&S CONTRACTING OFFICER

JUL 09 2018

Global Express Editor

GSA REQUEST FOR LEASE PROPOSALS NO. 7RI2043 Warwick, RI

Offers due by **mm/dd/2017**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **5:00 PM Eastern Time Zone** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**GLOBAL RLP
GSA FORM R100 (10/16)**

TABLE OF CONTENTS

GLOBAL RLP	1
SECTION 1 STATEMENT OF REQUIREMENTS	1
1.01 GENERAL INFORMATION (SEP 2015)	1
1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016)	1
1.03 AREA OF CONSIDERATION (JUN 2012).....	1
1.04 UNIQUE REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED	2
1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (DEC 2015) INTENTIONALLY DELETED	2
1.06 LIST OF RLP DOCUMENTS (OCT 2016).....	2
1.07 AMENDMENTS TO THE RLP (JUN 2012)	2
1.08 LEASE DESCRIPTION (OCT 2016)	2
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)	3
1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)	3
1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)	3
1.12 INSPECTION—RIGHT OF ENTRY (JUN 2012).....	3
1.13 AUTHORIZED REPRESENTATIVES (JUN 2012).....	3
1.14 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2013)	4
SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD	5
2.01 EFFICIENCY OF LAYOUT (AUG 2011)	5
2.02 FLOOD PLAINS (JUN 2012)	5
2.03 SEISMIC SAFETY—MODERATE SEISMICITY (OCT 2016) INTENTIONALLY DELETED	5
2.04 SEISMIC SAFETY—HIGH SEISMICITY (SEP 2013) INTENTIONALLY DELETED	5
2.05 HISTORIC PREFERENCE (SEP 2013) INTENTIONALLY DELETED	5
2.06 ASBESTOS (JUN 2012)	5
2.07 ACCESSIBILITY (SEP 2013)	5
2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)	5
2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016)	6
2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013).....	7
2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS—RLP (SEP 2014) INTENTIONALLY DELETED	7
2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—RLP (OCT 2016) INTENTIONALLY DELETED	7
SECTION 3 HOW TO OFFER.....	8
3.01 GENERAL INSTRUCTIONS (JUN 2012).....	8

3.02	RECEIPT OF LEASE PROPOSALS (SEP 2013)	8
3.03	PRICING TERMS (OCT 2016)	8
3.04	BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)	9
3.05	PROSPECTUS LEASE (OCT 2016) INTENTIONALLY DELETED	9
3.06	ADDITIONAL SUBMITTALS (OCT 2016)	9
3.07	TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015)	12
3.08	TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2016) INTENTIONALLY DELETED	12
3.09	SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2016)	12
3.10	GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED	12
3.11	OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)	12
3.12	UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012) INTENTIONALLY DELETED	12
SECTION 4	METHOD OF AWARD	13
4.01	NEGOTIATIONS (JUN 2012)	13
4.02	HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)	13
4.03	AWARD BASED ON PRICE (JUN 2012)	13
4.04	OTHER AWARD FACTORS (OCT 2016) INTENTIONALLY DELETED	13
4.05	FACTOR DESCRIPTIONS (OCT 2016) INTENTIONALLY DELETED	13
4.06	FACTOR MINIMUM STANDARDS (OCT 2016) INTENTIONALLY DELETED	13
4.07	FACTOR SUBMITTAL REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED	13
4.08	DOCUMENTATION REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED	14
4.09	PRESENT VALUE PRICE EVALUATION (OCT 2016)	14
4.10	AWARD (OCT 2016)	15
SECTION 5	ADDITIONAL TERMS AND CONDITIONS	16
5.01	MODIFIED RLP PARAGRAPHS (OCT 2016) INTENTIONALLY DELETED	16

REQUEST FOR LEASE PROPOSALS NO. 7RI2043

September 13, 2017
GLOBAL RLP GSA FORM R100 (OCT 2016)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SEP 2015)

A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.

B. Included in the RLP documents is a lease form (GSA Form L100) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. Do not attempt to complete the lease form (GSA Form L100). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease form, and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016)

A. The Government is seeking a minimum of **20,579** to a maximum of **20,579** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

B. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

C. The Government requires **0** structured/inside parking spaces and **130** surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.

E. Approximately **250** ABOA SF will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

F. The lease term shall be **10** Years, **7** Years Firm, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **90** days' prior written notice.

G. The Lease Term Commencement Date will be on or about **05-01-2019**, or upon acceptance of the Space, whichever is later.

1.03 AREA OF CONSIDERATION (JUN 2012)

The Government requests Space in an area bounded as follows:

City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston

Buildings that have frontage on the boundary streets are deemed to be within the delineated Area of Consideration.

1.04 ~~UNIQUE REQUIREMENTS (OCT 2016)~~ INTENTIONALLY DELETED

1.05 ~~NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (DEC 2016)~~ INTENTIONALLY DELETED

1.06 LIST OF RLP DOCUMENTS (OCT 2016)

The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Lease No. GS-01P-LRXXXXX (Form L100)		A
Agency's Requirements		B
Security Requirements for Level III		C
GSA Form 3516, Solicitation Provisions		D
GSA Form 3517B, General Clauses		E
Proposal to Lease Space (GSA Form 1364)		F
GSA Form 1217, Lessor's Annual Cost Statement		G
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)		H
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)		I

1.07 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.08 LEASE DESCRIPTION (OCT 2016)

A. Offeror shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

C. Should the Offeror be awarded the Lease, the terms of the Lease shall be binding upon the Lessor without regard to any statements contained in this RLP.

D. The Lease contemplated by this RLP is a fully serviced Lease. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of the Lease.

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs and a final price for TIs is negotiated will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

E. The security pricing process is described in a separate paragraph.

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in Section 2 of the Lease.

G. Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease form and in the GSA Form 3517B, which will be part of the Lease.

1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. There are certain Building requirements that are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

A. The proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.

B. The security requirements attached to this Lease includes a general list of countermeasures that may be installed in the leased Space as part of the Building Specific Amortized Capital (BSAC). The final list of security countermeasures will be determined during the design phase and identified in the design intent drawings and construction documents. After completing the construction documents, the Lessor shall submit a list of the itemized costs. Such costs shall be subject to negotiation.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

1.12 INSPECTION—RIGHT OF ENTRY (JUN 2012)

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers.
2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this paragraph is to promote the ease with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

1.13 AUTHORIZED REPRESENTATIVES (JUN 2012)

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

Lease LCO:

Mark Shinto
General Services Administration
10 Causeway Street, Room 1010
Boston, MA 02222
615-565-6507
MARK.SHINTO@GSA.GOV

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact:

Richard Corley
Jones Lang LaSalle Americas, Inc.
1 Post Office Square
Boston, MA 02109
202-719-5727
Richard.Corley@gsa.gov

1.14 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2013)

A. For the purposes of this RLP, **JONES LANG LASALLE AMERICAS, INC.** (the Broker) is the authorized contractor real estate broker representing GSA. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker may represent both GSA and another Offeror under this lease action. By submitting an offer, the Offeror acknowledges the potential for a dual agency situation. Should there be an actual dual agency, the Broker will notify all Offerors of the actual dual agency and request written acknowledgement statements from all Offerors. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Offeror agrees that if the Offeror is paying a commission or fee in connection with this Lease to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Offeror will pay a commission to the Broker to which the Broker would ordinarily be entitled consistent with local business practices, as evidenced through a brokerage agreement between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a Lease term not to exceed the Firm Term of the Lease contemplated by this RLP. Commissions will not be negotiated or collected on option periods or for Lease terms beyond the Firm Term of the Lease. As part of the offer, the Offeror shall disclose all commissions and/or fees to be paid by the Offeror including both the Offeror's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker. The Offeror shall enter the commission amounts for its representative and the amount to GSA's Broker in blocks 31a and 31b respectively on GSA Form 1217, Lessors Annual Cost Statement. An executed commission agreement reflecting this agreement shall be submitted with the initial offer.

B. For the benefit of the Government, the Broker has agreed to forego a percentage of any commission that it is entitled to receive in connection with the contemplated Lease. This amount shall be specifically set forth at time of lease award. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Lease Amendment setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease. Commissions and/or credits shall be treated as confidential financial information and Offerors will refrain from public disclosure or using the information for any other purpose than that for which it was furnished without consent of the GSA LCO.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the Method of Award. The amount of any commission paid to the Broker shall not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

- A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
- B. To demonstrate potential for efficient layout, GSA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

2.02 FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

2.03 ~~SEISMIC SAFETY—MODERATE SEISMICITY (OCT 2016)~~ INTENTIONALLY DELETED

2.04 ~~SEISMIC SAFETY—HIGH SEISMICITY (SEP 2013)~~ INTENTIONALLY DELETED

2.05 ~~HISTORIC PREFERENCE (SEP 2013)~~ INTENTIONALLY DELETED

2.06 ASBESTOS (JUN 2012)

A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

2.07 ACCESSIBILITY (SEP 2013)

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or

B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016)

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, GSA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star® consideration, to achieve an Energy Star® label: 1) All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/).

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

NOTE: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in

(I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.

J. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

K. INTENTIONALLY DELETED

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.

B. Upon request by the Government, Offeror must provide all known previous use of the Building.

C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

~~2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)~~ **INTENTIONALLY DELETED**

~~2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2016)~~ INTENTIONALLY DELETED

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the GSA email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon GSA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than **5:00 PM Eastern Time Zone** on the following date at the following designated office and address:

Date:

Office: Richard Corley
Jones Lang LaSalle Americas, Inc.
Address: 1 Post Office Square
Boston, MA 02109

2. No later than **5:00 PM Eastern Time Zone** on the following date at the following email address:

Date:

Email Address:	Mark Shinto	Richard Corley
	Mark.Shinto@gsa.gov	Richard.Corley@gsa.gov

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

3.03 PRICING TERMS (OCT 2016)

Offeror shall provide the following pricing information with its offer:

- A. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.
- B. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:
 1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).

2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs and BSAC), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
4. The annual rent to amortize the Tenant Improvements. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.
5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the security requirements attached to the Lease.
6. A fully serviced Lease rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.
7. An hourly overtime rate for overtime use of heating and cooling, and annual rate for areas requiring 24/7 HVAC. **NOTE:** Refer to the Lease document for additional guidance.
8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
9. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.
10. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
11. Compensation (expressed as either % or \$) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered in block 25.b., and if GSA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered in block 25.a.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217.

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.

3.05 ~~PROSPECTUS LEASE (OCT 2016)~~ INTENTIONALLY DELETED

3.06 ADDITIONAL SUBMITTALS (OCT 2016)

Offeror shall also submit with its offer the following:

A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.

B. GSA Form 3518-SAM, Addendum to System for Award Management (SAM), Representations and Certifications (Acquisitions of Leasehold Interests in Real Property). Note: This information applies to the status of the Ownership entity and not the authorized representative completing the form.

C. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.

D. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror's plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.

E. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.

F. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO. These submittals must remain current. The Offeror is required to submit updated documents as required.

G. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at www.nps.gov/nr.

H. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

I. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov), prior to final proposal revisions. This registration service is free of charge.

J. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in I.1, unless the Building meets either exemption in I.2 or I.3 below.

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
 - b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
 - c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
 - d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.
2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in I.1.a through I.1.d above.
 3. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to GSA the FPLS Submittal Information listed in I.1 above.

K. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

M. The architectural plans for modernization, if the offered Building is not a modern office Building.

N. An asbestos management plan, if the offered Building contains asbestos-containing materials.

O. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration and meet N.1 through N.5 noted below.

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
3. Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
5. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

Q. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.

R. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

S. INTENTIONALLY DELETED

T. INTENTIONALLY DELETED

U. Evidence of seismic safety compliance as required in Section 2 of this RLP.

V. INTENTIONALLY DELETED

W. INTENTIONALLY DELETED

X. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." GSA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

Y. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific lease requirements concerning maintenance and restoration of the real property's hydrology.

Z. INTENTIONALLY DELETED

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015)

A. TENANT IMPROVEMENT ALLOWANCE PRICING:

The TI Allowance is (b) (4) ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

3.08 ~~TURNKEY PRICING WITH DESIGN INTENT DRAWINGS PRIOR TO AWARD (OCT 2016)~~ INTENTIONALLY DELETED

3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER (OCT 2016)

A. BUILDING SPECIFIC AMORTIZED CAPITAL PRICING

The Building Specific Amortized Capital (BSAC) amount (b) (4) per ABOA SF. The BSAC shall be used for the build-out of security-related improvements in the Building in accordance with the Government-approved design intent drawings, if applicable. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The BSAC shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the security countermeasures. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. No costs associated with the building shell or TI shall be included in the BSAC pricing.

3.10 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED

3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

3.12 ~~UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)~~ INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the GSA LCO or designated representative. When negotiations are conducted, GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

4.03 AWARD BASED ON PRICE (JUN 2012)

A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the Lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation" paragraph of this RLP.

B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

4.04 ~~OTHER AWARD FACTORS (OCT 2016) INTENTIONALLY DELETED~~

4.05 ~~FACTOR DESCRIPTIONS (OCT 2016) INTENTIONALLY DELETED~~

4.06 ~~FACTOR MINIMUM STANDARDS (OCT 2016) INTENTIONALLY DELETED~~

4.07 ~~FACTOR SUBMITTAL REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED~~

4.08 DOCUMENTATION REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED

4.09 PRESENT VALUE PRICE EVALUATION (OCT 2016)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).

6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

- a. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

- b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

- c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.

- d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

- e. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements. The Offeror is required as part of their offer to identify on GSA Form 1364 any and all fees to complete the tenant improvements, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per ABOA SF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows.

- o The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square feet, which is \$300,000, and A/E fees of 5%.

- o The underlying costs equals the TIA divided by (1 + A/E fee percentage)
 $\$300,000 / 1.05 = \$285,714.29$

- A/E fees at 5% of the underlying costs are $.05 \times \$285,714.29 = \$14,285.71$
 - Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000
 - The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as $\$300,000 \times .05 = \$15,000$.
 - The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) $\div \$300,000$ TIA = 9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.
- f. INTENTIONALLY DELETED

8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.10 AWARD (OCT 2016)

A. To document the agreement between the parties, the successful Offeror and the GSA LCO will execute a Lease prepared by GSA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. GS-01P-LRXXXX and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property).
4. The pertinent provisions of the offer.
5. Floor plans of the offered Space.

B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 ~~MODIFIED RLP PARAGRAPHS (OCT 2016)~~ INTENTIONALLY DELETED

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL III

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS OF THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS AND SYSTEMS- The areas that house systems that if damaged and/or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as “limited access areas,” “restricted areas,” or “exclusionary zones.” Critical areas do not necessarily have to be within Government-controlled Space (e.g., generators, air handlers, electrical feeds, utilities, telecom closets or potable water supply that may be located outside Government-controlled Space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

If the leased Space is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the Building. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the leased Space.

FACILITY ENTRANCES AND LOBBY

LIMITING LOBBY QUEUING

The Lessor and the Government shall create a separate foot traffic flow pattern for employees and visitors at entrances to minimize lobby queuing caused by screening, visitor processing, and access control systems.

PHYSICAL BOUNDARIES TO CONTROL ACCESS TO PUBLIC AND NON-PUBLIC AREAS – LEVEL III

The Government reserves the right to use stanchions, counters, furniture, knee walls or product-equivalents, as determined by the Government, to establish physical boundaries to control access to non-public areas. The Lessor shall post directional signs as appropriate.

SCREENING REQUIREMENTS

VISITOR SIGN-IN/OUT AFTER HOURS

The Lessor shall provide a system, acceptable to the Government, that after hour visitors to the Building shall be required to sign in and sign out either electronically or in a Building register.

MAGNETOMETERS AND X-RAYS AT PUBLIC ENTRANCES

Magnetometers and X-ray machines will be installed by the Government at the public entrance. Armed security guards, provided by the Government, will direct the occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose. This space shall be considered part of the lease common area and not ABOA square footage. The Government requires visitors to non-public areas to display a visitor's identification badge. If there are other non-Government tenants, the Lessor shall notify them of this requirement and assist those tenants in obtaining ID acceptable to the Government.

ACCOMMODATION OF RETAIL/MIX USE SPACE

All non-Government personnel entering from retail or public space must enter through a screening point.

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

PUBLIC RESTROOMS ACCESS (SHELL)

The Lessor shall provide a means to control access to public restrooms within Government controlled space that is acceptable to the Government.

SECURING CRITICAL AREAS

Areas designated as Critical Areas shall be locked using HSPD-12 compliant electronic access control equipment (see IDS requirements). The Government shall have the right to monitor and limit access to these areas. Access shall be limited to authorized personnel, as determined by the Government.

VISITOR ESCORT AND ID REQUIREMENTS

The Government shall require the Lessor to escort contractors, service personnel, and visitors to all non-public areas. The Lessor shall require visitors to non-public areas to display a visitor ID at all times.

SECURING COMMON BUILDING UTILITIES AND ACCESS TO ROOF

The Lessor shall secure utility, mechanical, electrical telecommunication rooms, and access to interior space from the roof using locks and an Intrusion Detection System (IDS).

RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS

The Lessor shall implement architectural or structural features, or other positive countermeasures that deny contact with exposed primary vertical load members in the public areas. A minimum standoff of at least 100 mm (4 inches) is required.

RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS

The lessor shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas that deny contact with exposed primary vertical load members. A minimum standoff of at least 150 mm (6 inches) is required.

INTERIOR OF SPACE

WEARING PHOTO ID IN GOVERNMENT SPACE

The Lessor and his contractors shall be required to wear a photo ID to be visible at all times when in Government- controlled Space.

SECURE EMPLOYEE ENTRANCE DOORS

The Lessor shall provide a means to secure, as determined by the Government, doors identified by Government as employee entrance doors. The Government may elect to post guards to verify ID badges via visual and physical inspection before entry to Government occupied Space.

LIMIT ON ENTRY POINTS (SHELL)

The Government may elect to limit the number of entry points to the Building or to the Government occupied Space to the fewest number practicable.

FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

ELECTRONIC ACCESS FOR EMPLOYEES

The Lessor shall provide electronic access control for employee entry doors without a guard post (including after-hours access) in conjunction with CCTV coverage.

SITE AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site specific signage.

LANDSCAPING AND ENTRANCES

LANDSCAPING REQUIREMENTS (SHELL)

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc,) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

HAZMAT STORAGE

If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES – LEVEL III

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and features that could conceal packages, brief cases, or other portable containers shall be located _10_ feet away from the Building.

VEHICLE BARRIERS

The Lessor shall provide vehicle barriers to protect pedestrian and vehicle access points, and Critical Areas from penetration by a 4700 pound vehicle traveling at 35 mile per hour.

PARKING

NUMBER OF PARKING ENTRANCES

The number of parking entrances shall be limited to the minimum required for efficient operations or local code. Entrances to parking areas shall be equipped with vehicle gates to

control access to authorized vehicles (employee, screened visitor and approved Government vehicle).

ILLUMINATION OF ENTRANCES, EXITS, PARKING LOTS AND GARAGES (SHELL)

Facility entrances, exits, parking lots and garages shall be illuminated to a minimum of 5 lumens, at all times.

AUTHORIZED ACCESS TO PARKING (SHELL)

Lessor shall limit parking and access to parking to authorized individuals.

VEHICLE SCREENING

The Government may elect to screen all visitor vehicles as prescribed by the Government. This screening shall include ID verification and visual inspection of the vehicle, including undercarriage. The Lessor shall provide adequate lighting in screening area to illuminate the vehicle exterior and undercarriage. CCTV coverage of the screening area shall be provided by the Lessor (see CCTV requirements).

PUBLIC ACCESS TO GOVERNMENT PARKING AREAS

Where there is Government controlled parking the area shall be controlled by limiting pedestrian access to the controlled parking areas. Pedestrian and vehicle access points to all parking areas shall be monitored by CCTV camera(s) at all times.

SECURITY SYSTEMS

CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL III

The Lessor shall design, install, and maintain a Closed Circuit Television (CCTV) system as described in this section. The CCTV system will support the entry control system (at entrances and exits to the space), with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the CCTV system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. CCTV system testing and acceptance shall be conducted by the Government prior to occupancy. The CCTV system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the CCTV system. Government specifications are available from the Lease Contracting Officer. CCTV system components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

Security System Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes

inoperable must be replaced or repaired by the Lessor within 72 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

INTRUSION DETECTION SYSTEM (IDS)

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL III

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Megacenters. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Megacenters Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. Components which fail or require maintenance or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed below.

Security System Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 72 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

DURESS ALARM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE – LEVEL III

The Lessor shall design, install, and maintain a duress alarm system as described. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Lease Contracting Officer. Components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

Security System Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems they have installed. Any critical component that becomes inoperable must be replaced or repaired within 72 hours. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

STRUCTURE

WINDOWS

SHATTER-RESISTANT WINDOW PROTECTION

The Lessor shall provide and install, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied Space meeting the following properties - Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:

- Yield Strength: 12,000 psi
- Elongation at yield: 3%
- Longitudinal Tensile strength: 22,000 psi
- Traverse Tensile strength: 25,000 psi
- Longitudinal Elongation at break: 90%
- Traverse Elongation at break: 75%

THE ALTERNATIVE METHOD is for the Lessor to provide a window system that conforms to a minimum glazing performance condition of "3b" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD PE 4.3 or later to GSA performance condition "3b" (in accordance with the GSA Standard Test Method for Glazing and

Window Systems Subject to Dynamic Loadings or Very Low Hazard (in accordance with ASTM F 1642, Standard Test Method for Glazing or Glazing Systems Subject to Air Blast Loading) in response to air blast load of 4 psi/28 psi-msec.

If the Lessor chooses the Alternative Method, the Lessor shall provide a description of the shatter-resistant window system and provide certification from a licensed professional engineer that the proposed system meets the above standard. Prior to installation, this will be provided for evaluation by the Government, whose approval shall not be unreasonably withheld.

LOCK GROUND FLOOR WINDOWS (SHELL)

The Lessor shall lock all ground floor windows with L-brackets using security screws, or equivalent measure, acceptable to the Government.

SECURE NON-WINDOW OPENINGS (SHELL)

The Lessor shall secure all non-window openings, such as, mechanical vents, utility entries, and exposed plenums to prevent unauthorized entry.

PREVENT VISUAL OBSERVATION INTO "SENSITIVE AREAS"

The Lessor shall provide blinds, curtains, or other window treatments in "Sensitive Areas" that can be employed to prevent visual observation of that area that is acceptable by the Government.

BUILDING SYSTEMS

EMERGENCY GENERATOR

The Lessor shall locate emergency generators, either pre-existing or installed as part of Tenant Improvements, in a secure area, protected from unauthorized access and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. (If the 25 foot distance cannot be achieved, a combination of standoff, hardening, and venting methods must be implemented to protect utilities from vehicle borne improvised explosive devices of **XX** pounds of TNT equivalency.)

SECURING ON-SITE PUBLICLY-ACCESSIBLE UTILITIES

The Lessor shall secure the water supply handles, control mechanisms, and service connections at on-site publicly-accessible locations with locks and anti-tamper devices acceptable to the Government.

SECURING AIR INTAKE GRILLES

The Lessor shall secure air intake grilles less than 30 feet above grade or otherwise accessible. Air intake grilles shall be secured with tamper switches connected to a central alarm monitoring station and monitored by CCTV or other security systems. As an alternative the air intake may be relocated to a position greater than 30 feet above grade.

HVAC SYSTEM FOR CHEMICAL, BIOLOGICAL AND RADIOLOGICAL (CBR) ATTACK-SUSCEPTIBLE AREAS

The Lessor shall provide separate isolated HVAC systems in lobbies, loading docks, mail rooms and other locations as identified by a risk assessment as susceptible to CBR attack, to protect other building areas from possible contamination.

All exterior air handling units (AHUs), including the supply air for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 10 particulate filters. AHUs serving lobbies and mailroom, including the supply air stream for re-circulating AHUs, shall be equipped with Minimum Efficiency Reporting Value (MERV) 13 filters.

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

SECURITY PLANS AND LAYOUTS – LEVEL III

The Lessor shall treat and safekeep any plans and specifications related to security measures as For Official Use Only (FOUO).

SCREENING OF MAIL AND PACKAGES – LEVEL III

Lessor shall provide space suitable for the Government to inspect and screen all mail and packages using X-ray at a loading dock, if present. If there is no loading dock, Lessor shall provide space at an existing screening location or at an alternative location in the Building acceptable to the Government. The space shall be located on an exterior wall, 25 feet or less from an exterior door, with a stand-alone air handling system. The screeners shall physically inspect items that cannot be passed through screening equipment before distribution to the Government agencies throughout the facility. This space shall be considered part of the lease common area and not ABOA square footage.

OCCUPANT EMERGENCY PLANS (SHELL)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and Government agency personnel.

SECURITY GUARD POSTINGS

The Government may elect to post armed security guards at all screening checkpoints and at the entrances to Government-occupied Space.

**U.S. GOVERNMENT**

General Services Administration (GSA) seeks to lease the following space:

State:	Rhode Island
City:	Warwick
Delineated Area:	City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston
Minimum Sq. Ft. (ABOA):	20,579
Maximum Sq. Ft. (ABOA):	20,579
Space Type:	Office
Parking Spaces (Total):	130 parking spaces
Parking Spaces (Reserved and Secured):	130 onsite parking spaces (Parking garage/area shall be in the building or connected or adjacent to the building. The parking garage/area must be secure and lighted.)
Full Term:	10 years
Firm Term:	7 years
Additional Requirements:	<ul style="list-style-type: none">• A sally port/garage is required• Offered space and parking should be accessible 24/7

Offered space must meet Government requirements for fire safety, accessibility and sustainability standards per the terms of the Lease. A fully serviced lease is required. Offered space shall not be in the 100-year flood plain.

Expressions of Interest Due:	July 18, 2017
Market Survey (Estimated):	August 2017
Offers Due (Estimated):	October 2017
Occupancy (Estimated):	February 2019

Send Expressions of Interest to:

Name/Title:	Richard Corley Analyst
Address:	1801 K Street NW, Suite 1000 Washington, DC 20006
Office Number:	202-719-5727
Email Address:	(b) (6) am.jll.com

Please reference Project Number 7RI2043 for submittals sent electronically to the e-mail address above or submittals sent in the mail to the address above.

Government Contact

Lease Contracting Officer	Timothy Wells
Broker Name:	Richard Corley
Broker Firm:	Jones Lang LaSalle

**U.S. GOVERNMENT**

General Services Administration (GSA) seeks to lease the following space:

State:	Rhode Island
City:	Warwick
Delineated Area:	City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston
Minimum Sq. Ft. (ABOA):	20,579
Maximum Sq. Ft. (ABOA):	20,579
Space Type:	Office
Parking Spaces (Total):	130 parking spaces
Parking Spaces (Reserved and Secured):	130 onsite parking spaces (Parking garage/area shall be in the building or connected or adjacent to the building. The parking garage/area must be secure and lighted.)
Full Term:	15 years
Firm Term:	10 years
Additional Requirements:	<ul style="list-style-type: none">• A sally port/garage is required• Offered space and parking should be accessible 24/7

Offered space must meet Government requirements for fire safety, accessibility and sustainability standards per the terms of the Lease. A fully serviced lease is required. Offered space shall not be in the 100-year flood plain.

Expressions of Interest Due:	December 18, 2017
Market Survey (Estimated):	January 2018
Offers Due (Estimated):	March 2018
Occupancy (Estimated):	February 2019

Send Expressions of Interest to:

Name/Title:	Richard Corley Associate
Address:	1 Post Office Square Boston, MA 02109
Office Number:	857-763-7225
Email Address:	Richard.Corley@gsa.gov

Please reference Project Number 7RI2043 for submittals sent electronically to the e-mail address above or submittals sent in the mail to the address above.

Government Contact

Lease Contracting Officer	Mark Shinto
Broker Name:	Richard Corley
Broker Firm:	Jones Lang LaSalle



GSA Public Buildings Service

November 21, 2017

VIA ELECTRONIC MAIL

Thomas J. McNaughton
VAS Realty

(b) (6)
(b) (6) verizon.net

RE: Request for Final Offer Proposals – Request for Lease Proposal No. 7RI2043
Offered Building: 1 International Way, Warwick, RI

Dear Mr. McNaughton:

Thank you for your most recent revisions to the above-referenced RLP. You are hereby requested to submit your Final Proposal Revisions for the above referenced solicitation by 5:00 pm Eastern on **December 1, 2017**. Your Final Proposal Revisions should be submitted electronically to the GSA Lease Contracting Officer, Mark Shinto, and to GSA's broker representative, Richard Corley of JLL. Negotiations regarding this Request for Lease Proposal (RLP) will remain open until this date and time. Your Revised Final Offer should specify your most competitive annual rental rate.

The following deficiencies need to be addressed as part of your Final Proposal Revision:

1. GSA Form 1364C –

- a. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need \$49.00 per ABOA sf in tenant improvement allowance. Please revise.
- b. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need \$25.00 per ABOA sf in building specific amortized capital for security related improvements. Please revise.

Please keep in mind that this is a competitive procurement. We strongly encourage you to review the financial terms of your offer to ensure that you are providing the most aggressive rental rate to the Government. In particular, please review your shell rental rate and offered tenant improvement amortization rate. As an alternative to reducing your overall rate, you may wish to consider providing additional free rent at the start of the lease.

The Final Proposal Revisions should address any aspect of your proposal that you wish to modify. Items that are not addressed will be construed as remaining unchanged from your revised offer submitted November 7, 2017. If you do not submit Final Proposal Revisions, the Government will consider your previous proposal to be your Final Offer. Should your response not be returned under the guidelines of the RLP, your response shall be non-compliant.

The date established by the Government for submission of Final Proposal Revisions represents the termination of all negotiations in connection with the above referenced RLP. After termination of negotiations, you may be contacted to provide additional information or for clarification of your offer. However, this is not a re-opening of negotiations and you will not be permitted to modify your proposal.

Please respond to the above items and submit all required documents no later than **December 1, 2017**. In the interim, should you require further clarification please contact myself at (617) 565-6507 or Mark.Shinto@gsa.gov, or Richard Corley of JLL at (857) 763-7225 or Richard.Corley@gsa.gov

Sincerely,

Mark Shinto
Lease Contracting Officer
U.S. General Services Administration

cc: Richard Corley, JLL



GSA Public Buildings Service

February 22, 2022

VIA ELECTRONIC MAIL

Robert Clark
Cape Moraine, LLC
26260 Devonshire Ct.
Unit 101
Bonita Springs, FL 34134
(508) 284-6967
(b) (6) comcast.net

RE: Request for Final Offer Proposals – Request for Lease Proposal No. 7RI2043
Offered Building: 443 Jefferson Boulevard, Warwick, RI

Dear Mr. Clark:

Thank you for your most recent revisions to the above-referenced RLP. You are hereby requested to submit your Final Proposal Revisions for the above referenced solicitation by 5:00 pm Eastern on **July 17, 2018**. Your Final Proposal Revisions should be submitted electronically to the GSA Lease Contracting Officer, Mark Shinto, and to GSA's broker representative, Richard Corley of JLL. Negotiations regarding this Request for Lease Proposal (RLP) will remain open until this date and time.

The following deficiencies need to be addressed as part of your Final Proposal Revision:

1. **Exhibit A, Standard Lease GSA Form L100** – Please submit with owner initials.
2. **Floor plans and AutoCad** – Please provide pdf and autocad of offered space.
3. **Amenities** – Per RLP Para. 3.06Q – Please provide map or narrative of amenities.
4. **Commitment of Funds** – Per RLP Para. 3.06C – Please provide proper documentation.
5. **Energy Star or List of Cost Effective Energy Improvements** – Per RLP Para. 3.06R – Please provide evidence of Energy Star Label or cost effective energy improvements to be completed.
6. **Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000)** – Please complete fully and return this form.
7. **Parking plan** – Per RLP Para. 3.06L – Please provide map or narrative of parking plan.

Please keep in mind that this is a competitive procurement. We strongly encourage you to review the financial terms of your offer to ensure that you are providing the most aggressive rental rate to the Government. In particular, please review your shell rental rate. As an alternative to reducing your overall rate, you may wish to consider providing additional free rent at the start of the lease.

The Final Proposal Revisions should address any aspect of your proposal that you wish to modify. Items that are not addressed will be construed as remaining unchanged from your revised offer submitted June 11, 2018. If you do not submit Final Proposal Revisions, the Government will consider your previous proposal to be your Final Offer. Should your response not be returned under the guidelines of the RLP, your response shall be non-compliant.

The date established by the Government for submission of Final Proposal Revisions represents the termination of all negotiations in connection with the above referenced RLP. After termination of negotiations, you may be contacted to provide additional information or for clarification of your offer. However, this is not a re-opening of negotiations and you will not be permitted to modify your proposal.

Please respond to the above items and submit all required documents no later than **July 17, 2018**. In the interim, should you require further clarification please contact Maureen Payton of JLL at (202) 719-5619 or maureen.ezeike@gsa.gov

Sincerely,

Mark Shinto
Lease Contracting Officer
U.S. General Services Administration

cc: Maureen Payton, JLL



GSA Public Buildings Service

November 30, 2017

VIA ELECTRONIC MAIL

Thomas J. McNaughton
VAS Realty

(b) (6)
(b) (6) verizon.net

RE: Request for Final Offer Proposals – Request for Lease Proposal No. 7RI2043
Offered Building: 1 International Way, Warwick, RI

Dear Mr. McNaughton:

It has been determined that it is in the best interest of the Government to stop negotiations for Request for Lease Proposals No. 7RI2043 for the Department of Homeland Security – Immigration and Customs Enforcement (DHS-ICE). GSA will inform you when negotiations for the procurement have re-started.

Sincerely,

Mark Shinto
Lease Contracting Officer
U.S. General Services Administration

cc: Richard Corley, JLL



VIA EMAIL

October 31, 2017

Thomas J. McNaughton

VAS Realty

(b) (6)
(b) (6) verizon.net

RE: Request for Initial Offers – Request for Lease Proposal No. 7RI2043
Offered Building: 1 International Way, Warwick, RI
INITIAL OFFER DEFICIENCY LETTER

Dear Mr. McNaughton,

This letter is in response to your proposal in reference to the Government's RLP 7RI2043 to lease office space for the DHS-ICE. The area in which your offered building sits is within a 100-year flood plain. Per RLP 2.02, the Government is unable to operate within this property if there are alternate options. If you wish to continue to offer your building to the Government, we suggest that you re-mediate this flood plain issue as soon as possible.

A review of your offer noted the following deficiencies, which must be corrected or revised on or before **November 7, 2017** for your offer to be considered:

INCOMPLETE & INCORRECT ITEMS

1. **GSA Form 1364C –**
 - a. **Section II, Box 9** – Place the maximum amount noted in RLP Para 1.02 (20,579 ABOA)
 - b. **Section II, Box 10** – Correct the offered RSF amount
 - c. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need (b) (4) per ABOA sf in tenant improvement allowance. Please revise.
 - d. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need (b) (4) per ABOA sf in building specific amortized capital for security related improvements. Please revise.
 - e. **Section II, Line 20** – Confirm the shell rental rate for years 8 – 10
 - f. **Section III, Box 27** – Confirm the fee schedule for tenant improvements

MISSING ITEMS

1. **RLP Exhibit A. Standard Lease GSA Form L201C**
 - a. Please initial the bottom of each page within the exhibit
2. **RLP Exhibit B. Agency Special Requirements**
 - a. Please initial the bottom of each page within the exhibit
3. **RLP Exhibit C. Security Requirements Level III**
 - a. Please initial the bottom of each page to confirm that your group is in agreement with the security requirements
4. **RLP Exhibit D. GSA Form 3516, Solicitation Provisions**
 - a. Please initial the bottom of each page within the exhibit

5. RLP Exhibit E. GSA Form 3517B, General Clauses

- a.** Please initial the bottom of each page within the exhibit

6. Conditional Commitment of Funds

- a.** Per RLP Par. 3.06(C), please provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space.

Your cooperation is greatly appreciated. If you have any questions regarding the deficiencies listed in this letter feel free to contact Richard Corley at (202)250-9578 or (b) (6) am.jll.com.

Sincerely,

Mark Shinto, Leasing Contracting Officer, GSA

cc: Richard Corley, GSA Authorized Representative, Jones Lang LaSalle



VIA EMAIL

October 31, 2017

Jamie Scruggs
Government Lease Advisors, Inc.
Washington DC

(b) (6) govleaseadvisors.com

(b) (6)

RE: Request for Initial Offers – Request for Lease Proposal No. 7RI2043
Offered Building: 487 Jefferson Boulevard, Warwick RI
INITIAL OFFER DEFICIENCY LETTER

Dear Mr. Scruggs,

This letter is in response to your proposal in reference to the Government's RLP 7RI2043 to lease office space for the DHS-ICE. A review of your offer noted the following deficiencies, which must be corrected or revised on or before **November 7, 2017** for your offer to be considered:

INCOMPLETE & INCORRECT ITEMS

1. **GSA Form 1364C –**
 - a. **Section II, Box 12c & 13c** – The offered interest rate is above a GSA acceptable rate. Please revise.
2. **GSA Form 1217 –**
 - a. **Section I, Column B** – Please confirm each line item. This does not seem correct since multiple items are the same price.

MISSING ITEMS

1. **RLP Exhibit A. Standard Lease GSA Form L201C**
 - a. Please initial the bottom of each page within the exhibit
2. **RLP Exhibit B. Agency Special Requirements**
 - a. Please initial the bottom of each page within the exhibit
3. **RLP Exhibit C. Security Requirements Level III**
 - a. Please initial the bottom of each page to confirm that your group is in agreement with the security requirements
4. **RLP Exhibit D. GSA Form 3516, Solicitation Provisions**
 - a. Please initial the bottom of each page within the exhibit
5. **RLP Exhibit E. GSA Form 3517B, General Clauses**
 - a. Please initial the bottom of each page within the exhibit
6. **RLP Exhibit H. GSA Form 3518, Addendum to System for Award Management Representations and Certifications**
 - a. Per RLP Par. 3.06(B), please submit this exhibit completed. Please attach a copy of your active SAM registration.
7. **Conditional Commitment of Funds**

- a. Per RLP Par. 3.06(C), please provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space.
- 8. Zoning Compliance**
 - a. Per RLP Par. 3.06(D), please provide proof that the property is compliant with local zoning laws. Proof was not received via email or postal mail.
- 9. Documentation of Ownership**
 - a. With respect to RLP Par. 3.06(E), please provide a copy of the warranty deed, including the legal description, to demonstrate satisfactory evidence of ownership.
- 10. RLP Exhibit I. GSA Form 12000**
 - a. Per RLP Par. 3.06(J), please submit information that confirms this building meets the Government's Fire Life Safety standards.
- 11. Building Tax Information**
 - a. Per RLP Par. 3.06(K), please provide the legal description and prior year tax notices for the offered property
- 12. Parking Plan**
 - a. On your site plan or any other visual depiction, please indicate which spaces will be reserved and secured for the tenant agency's use. If you cannot provide a visual, per RLP Par. 3.06(L), please provide a narrative of how the parking requirement will be met.
- 13. Floor Plans**
 - a. Per RLP Par. 3.06(O), please provide an AutoCAD file in .dwg format of the offered space and a PDF floor plan of the offered space.
- 14. Energy Star Documentation**
 - a. Please note that no later than the due date for final proposal revisions, Offeror must submit documentation in accordance with RLP Paragraph 3.06(R).

Your cooperation is greatly appreciated. If you have any questions regarding the deficiencies listed in this letter feel free to contact Richard Corley at (202)250-9578 or (b) (6) am.jll.com.

Sincerely,

Mark Shinto, Leasing Contracting Officer, GSA

cc: Richard Corley, GSA Authorized Representative, Jones Lang LaSalle

Market Survey Itinerary
Confidential for Government Representatives Only

Agency Name	Project Location	Date of Survey		
DHS-ICE	City: Warwick St: RI	Thursday, August 17, 2017		
Project Requirements				
Delineated Area:	City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston			
Usable Sq. Ft. Minimum:	20,579 (office)	Rentable: TBD		
Usable Sq. Ft. Maximum:	20,579 (total)	Total Parking Required: 130 Secured Parking Spaces		
Government Representatives' Contact Information				
Contact Name	Agency	Telephone #	Cell #	Email
Mark Shinto	GSA	617-565-6507	(b) (6)	Mark.Shinto@gsa.gov
Andrew Forbes	GSA	617-283-4350		Andrew.Forbes@gsa.gov
Richard Corley	Jones Lang LaSalle	202-719-5727		(b) (6) am.jll.com
Sean Lynch	Jones Lang LaSalle	617-316-6488		(b) (6) am.jll.com
Matthew Holtzman	DHS-ICE	(b) (6)		(b) (6)
Meeting Time, Location and Interested Parties' Contact Information				
<i>Thursday, August 17, 2017</i>				
	Time	Location to Survey	Contact Name Information	Notes
1	9:00 AM	Current Location: 1 International Way Warwick, RI	Thomas J. McNaughton VAS Realty (b) (6) (b) (6) verizon.net	Meeting Location
2	10:15 AM	Mashapaug Commons 77 Reservoir Ave Providence, RI	Paul Hood CBRE 750 9th Street, NW Suite 900 Washington, DC 20001 (b) (6)	Broker to show space: Arthur Lima Paolino Properties (b) (6)
3	11:00 AM	487 Jefferson Boulevard Warwick, RI	Jamie Scruggs Government Lease Advisors, Inc. Washington DC (b) (6) govleaseadvisors.com (b) (6)	Broker to show space: Leeds Mitchell IV (b) (6) (b) (6) mgcommercial.com

4	11:45 AM	662 Warwick Avenue Warwick, RI 02888	Spencer Merritt Brookwood Capital Partners 400 North Street Suite 112 Raleigh, NC 27603 (202) 420-1330 (b) (6) brookwoodcp.com	Broker to show space: Jeff Butler Re/Max – Butler Group (b) (6)
---	----------	-----------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------

**Lease Market Survey
for Existing Building**

GENERAL INFORMATION		
Agency Requesting Space		Survey Location
DHS – ICE		Warwick, RI
Lease Contracting Officer		Agency Representative
Mark Shinto		Matthew Holtzman
Amount of Space/Sq. Ft.	Type	Date of Survey
20,579	<input checked="" type="checkbox"/> Office <input type="checkbox"/> Warehouse <input type="checkbox"/> Special	August 17, 2017
PARKING INFORMATION		
Official		Employee
a. Location: <input type="checkbox"/> Inside <input type="checkbox"/> Outside <input type="checkbox"/> None		a. Location: <input type="checkbox"/> Inside <input type="checkbox"/> Outside <input type="checkbox"/> None
b. No. of Spaces: _____		b. No. of Spaces: _____
c. Rate per Space: \$ _____		c. Rate per Space: \$ _____
Building Name		Building Address
Owner/Agent Name		Address and Phone Number
SPACE AVAILABLE		
Floor #	Common Area Fact	Amount (Sq. Ft)
a.	a.	a.
b.	b.	b.
c.	c.	c.
d.	d.	d.
ASKING PRICE		
a. Rent/month \$ _____ or Rent/sq. ft per Year (note type of measurement being used) \$ _____		
b. Services and Utilities Included: _____		
c. Alterations Included: _____ _____ _____		
d. Allowance for Tenant Improvements (per sq. ft.): \$ _____		
e. Other Remarks: _____ _____ _____		
Building Location		Zoning Conforms to Govt. Use
<input type="checkbox"/> Central Business Dist <input type="checkbox"/> Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Office Park <input type="checkbox"/> Industrial		
<input type="checkbox"/> Urban Renewal <input type="checkbox"/> Residential		

HISTORICAL	
a. Building Age: _____ b. On Register: _____ Other: _____	
EXTERIOR INFORMATION	
APPEARANCE OF STRUCTURE	APPEARANCE OF GROUNDS
<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor
Exterior Building Design	Exterior Facing Material
<input type="checkbox"/> Urban <input type="checkbox"/> Office Park <input type="checkbox"/> Suburban <input type="checkbox"/> Single-Core <input type="checkbox"/> Multi-core <input type="checkbox"/> Warehouse <input type="checkbox"/> Adaptive Re-use <input type="checkbox"/> Flex <input type="checkbox"/> Free Standing Conversion <input type="checkbox"/> Retail	<input type="checkbox"/> Brick <input type="checkbox"/> Concrete <input type="checkbox"/> Glass <input type="checkbox"/> Steel <input type="checkbox"/> Marble <input type="checkbox"/> Stone <input type="checkbox"/> Other _____
BUILDING INFORMATION	
Building height: _____ (feet) Number of stories above street floor: _____ Floor(s) offered: _____	Total Number of Stories: _____ Number of Stories below street floor: _____
INTERIOR INFORMATION	
INTERIOR WALLS	
a. Type: <input type="checkbox"/> Drywall/Sheetrock <input type="checkbox"/> Plaster <input type="checkbox"/> Other _____ (Specify) b. Office Space Covering: <input type="checkbox"/> Paint <input type="checkbox"/> Vinyl <input type="checkbox"/> Wallpaper <input type="checkbox"/> Panel <input type="checkbox"/> Other _____ (Specify) c. Public Areas Covering: <input type="checkbox"/> Paint <input type="checkbox"/> Vinyl <input type="checkbox"/> Wallpaper <input type="checkbox"/> Panel <input type="checkbox"/> Other _____ (Specify)	
LIGHTING	
a. Type: <input type="checkbox"/> Fluorescent <input type="checkbox"/> Incandescent <input type="checkbox"/> Parabolic <input type="checkbox"/> Suspended <input type="checkbox"/> Recessed <input type="checkbox"/> Flush b. Height: ___ ft. ___ in.	
CEILING	
<input type="checkbox"/> Acoustical <input type="checkbox"/> Tile <input type="checkbox"/> Unfinished <input type="checkbox"/> Plaster <input type="checkbox"/> Suspended <input type="checkbox"/> Other _____ (Specify)	
a. In Space Offered: <input type="checkbox"/> Yes <input type="checkbox"/> No b. Frame: <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Other _____ (Specify) c. Type: <input type="checkbox"/> Fixed <input type="checkbox"/> Double Hung <input type="checkbox"/> Casement <input type="checkbox"/> Other _____ (Specify)	
FLOORS	
a. Type: <input type="checkbox"/> Concrete <input type="checkbox"/> Wood	

b. Covering: <input type="checkbox"/> Vinyl Tile <input type="checkbox"/> Carpet <input type="checkbox"/> Other _____ (Specify)		
FLOOR LOAD		
a. Office Space (70 lbs/sq. ft): <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. Storage Areas (100 lbs/sq. ft): <input type="checkbox"/> Yes <input type="checkbox"/> No		
TOILET FACILITIES		
a. Each floor has separate men's & women's bathrooms: <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. Travel distance is less than 150' (per 10,000 sq. ft): <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. Number of Stalls:	Women _____	Men _____ Urinals _____
d. Number of Sinks:	Women _____	Men _____
e. Automatic Door Openers:	Women _____	Men _____
Measurements:		
a. Door Entrance (min. 32"):	Men _____	Women _____
b. Door Identification Signs (min. 54"/max. 66"):	Men _____	Women _____
c. Vestibules (min. 48" not including door swing):	Men _____	Women _____
d. Light Switches (min. 42"/max 54"):	Men _____	Women _____
e. Sink Clearance (min. 29"):	Men _____	Women _____
f. To Sink Countertop (max. 34"):	Men _____	Women _____
g. Stall Door (32" swings out):	Men _____	Women _____
h. To Sink Countertop (max. 34"):	Men _____	Women _____
i. Stall Door (32" swings out):	Men _____	Women _____
Faucets:		
a. Lever or Push:	Men _____	Women _____
b. Door Swing Measurement:	Men _____	Women _____
c. Turning Diameter (5'):	Men _____	Women _____
d. Pipes Insulated (Hot water & drain):	Men _____	Women _____
TOILET FACILITIES (CONTINUED)		
Accessories (towels, soap, etc):		
a. Front Approach (max. 48"):	Men _____	Women _____
b. Side Approach (max. 54"):	Men _____	Women _____
c. Mirror Shelf:	Men _____	Women _____
d. Soap Reach:	Men _____	Women _____
Stalls:		
a. Wall Mounted (60" x 56"):	Men _____	Women _____
b. Floor Mounted (60" x 59"):	Men _____	Women _____

Floor Mounted (36" x 69"):	Men _____	Women _____
c. Alternate (36" x 69"):	Men _____	Women _____
d. Urinals (Elongated Lip 17" max):	Men _____	Women <u>N/A</u>
Height of Flush Valve (44" max):	Men _____	Women <u>N/A</u>
e. Toilets (min 17" max 19"):	Men _____	Women _____
f. Handrails (min 33" max 36"):	Men _____	Women _____
Diameter (1.25" – 1.5") :	Men _____	Women _____
Location (each side, side & rear):	Men _____	Women _____
g. Comments: _____		

DRINKING FOUNTAINS		
a. Drinking Fountains per Floor: _____		
b. Travel distance is less than 150' (per 10,000 sq. ft):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c. Alcove:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d. Clear Floor Space (30" x 48"):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e. Clearance (27"):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f. Height of Spout Control (max. 36" above floor):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g. Handicap Accessible:	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Can be Altered
h. Comments: _____		

UNDER FLOOR DUCTS	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

Heating	
a. Type:	<input type="checkbox"/> Warm Air <input type="checkbox"/> Hot Air <input type="checkbox"/> Steam
b. Fuel:	<input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Other _____ (Specify)

Air Conditioning	
a. Type:	<input type="checkbox"/> Central <input type="checkbox"/> Package <input type="checkbox"/> Window
b. Fuel:	<input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Other _____ (Specify)

PUBLIC TELEPHONES (IF PROVIDED)	
a. Front Approach (max. 48"): _____	
b. Side Approach (max. 54"): _____	

ELEVATORS	
a. Type:	<input type="checkbox"/> Electric <input type="checkbox"/> Hydraulic
b. Number:	Passenger _____ Freight _____ Service _____
c. Opening (min. 36") :	_____
d. Depth (min. 51") :	_____

e. Width (min. 68") : _____	
f. High Hall Call Cab Buttons (max. 54") : _____	
g. Two-way Communication:	
Height (max. 48") : _____	
24 Hour Monitor:	<input type="checkbox"/> Yes <input type="checkbox"/> No
h. Inspection Certificate Current Clearly Visible or Available:	<input type="checkbox"/> Yes <input type="checkbox"/> No
i. Phase I Elevator Recall Operation:	<input type="checkbox"/> Yes <input type="checkbox"/> No
j. Phase II Emergency In-Car Operation:	<input type="checkbox"/> Yes <input type="checkbox"/> No
k. Phase II Firemen's Capture Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No
l. Load Capacity Listed:	<input type="checkbox"/> Yes <input type="checkbox"/> No
m. Elevator Accommodates Ambulance Stretcher:	<input type="checkbox"/> Yes <input type="checkbox"/> No
n. Standby Power Furnished to Operate Car:	<input type="checkbox"/> Yes <input type="checkbox"/> No
OUTSIDE AIR INTAKE	
<input type="checkbox"/> Roof/Penthouse <input type="checkbox"/> Street Level <input type="checkbox"/> Below Street Level <input type="checkbox"/> Other: _____	
ENVIRONMENTAL COMPLIANCE	
Were hazardous substances present on the property?	
<input type="checkbox"/> Yes	
a. Provide specifics to contamination: _____	
b. Hazardous Material Storage: _____	
c. Hazardous Waste Site: _____	
<input type="checkbox"/> No	
ASBESTOS	
Were Asbestos Containing Materials ever present on the property?	
<input type="checkbox"/> Yes	
a. Condition: <input type="checkbox"/> Friable <input type="checkbox"/> Non-Friable	
b. Type: _____	
c. Contained: _____	
d. Location (insulation, ceiling, floor tiles, etc): _____	
<input type="checkbox"/> No	
POLYCHLORINATED BIPHENYLS (PCB)	
Were PCBs ever present on the property?	
<input type="checkbox"/> Yes	
<i>Provide list of all PCB containing equipment and assurance regarding compliance.</i>	
<input type="checkbox"/> No	
UNDERGROUND STORAGE TANKS (UST)	
<input type="checkbox"/> Yes	
Location _____ Capacity _____ Number _____	
Certification:	
a. Maintenance _____	
b. In compliance with current UST regulations: <input type="checkbox"/> Yes <input type="checkbox"/> No When (date) _____	
<input type="checkbox"/> No	

ENDANGERED SPECIES			
Is there a presence or likely presence of any federally designated or state designated threatened or endangered species on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Wetlands			
Are there any known wetlands present on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>GSA should use the appropriate National Wetlands Inventory map to make this determination.</i>			
FLOODPLAINS			
Is the property located in or adjacent to a floodplain? <input type="checkbox"/> Yes: <input type="checkbox"/> 100 Years <input type="checkbox"/> 500 Years <i>Review information to ensure compliance with state and local laws.</i> <input type="checkbox"/> No			
COASTAL ZONE MANAGEMENT			
Will the leasing action affect coastal resources? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Federal consistency applies when any direct or location affects any land, water, or natural resources of the coastal zone. No Federal activity is exempt from the consistency requirement.</i>			
TRAFFIC IMPACTS			
a. Location (address, lot, and block #) _____ b. Description (use additional sheet, if necessary) _____ c. Is this action likely to change traffic patterns or increase traffic volumes? _____ d. Have access constraints? _____ e. Affect a congested intersection? _____ f. Other _____ <i>Please refer to the NEPA Desk Guide for additional examples of traffic impact.</i>			
SECURITY			
SECURITY ISSUES			
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> No Provisions <input type="checkbox"/> Alarm System <input type="checkbox"/> 24 Hr Guard Service <input type="checkbox"/> Balconies/Patios Adjacent to Space </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Secure Building <input type="checkbox"/> Controlled Entry <input type="checkbox"/> Elevator Control (Lockoff) </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Guard in Lobby <input type="checkbox"/> Card Key System <input type="checkbox"/> Controlled Garage Entry <input type="checkbox"/> Controlled Roof Access </td> </tr> </table> Federal Protective Service (FPS) Present on Survey: <input type="checkbox"/> Yes <input type="checkbox"/> No Contact Information: _____	<input type="checkbox"/> No Provisions <input type="checkbox"/> Alarm System <input type="checkbox"/> 24 Hr Guard Service <input type="checkbox"/> Balconies/Patios Adjacent to Space	<input type="checkbox"/> Secure Building <input type="checkbox"/> Controlled Entry <input type="checkbox"/> Elevator Control (Lockoff)	<input type="checkbox"/> Guard in Lobby <input type="checkbox"/> Card Key System <input type="checkbox"/> Controlled Garage Entry <input type="checkbox"/> Controlled Roof Access
<input type="checkbox"/> No Provisions <input type="checkbox"/> Alarm System <input type="checkbox"/> 24 Hr Guard Service <input type="checkbox"/> Balconies/Patios Adjacent to Space	<input type="checkbox"/> Secure Building <input type="checkbox"/> Controlled Entry <input type="checkbox"/> Elevator Control (Lockoff)	<input type="checkbox"/> Guard in Lobby <input type="checkbox"/> Card Key System <input type="checkbox"/> Controlled Garage Entry <input type="checkbox"/> Controlled Roof Access	
FIRE PROTECTION AND LIFE SAFETY			
EXIT STAIRS			
<p style="text-align: center;">QUESTIONS ARE APPLICABLE ONLY WHERE OFFERED SPACE IS LOCATED ABOVE OR BELOW THE STREET FLOOR.</p> Is there a minimum of two exit stairs (either enclosed or exterior exit stairs) located on each floor where the offered space is located? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If the answer above is "No," Offeror must submit a written commitment with their offer to correct said deficiency prior to occupancy for the building to be eligible for award.</i> Is there an interlocking or scissor stair located on the floor(s) where the offered space is located? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*If the answer above is "Yes," go to the next question.</i> Is there another enclosed or exterior exit stair other than the interlocking or scissor stair located on each floor where the offered space is located? <input type="checkbox"/> Yes <input type="checkbox"/> No			

*If the answer above is "No," Offeror must submit a written commitment with their offer to correct said deficiency prior to occupancy for the building to be eligible for award.

Is there a fire escape located on the floor(s) where the offered space is located?* ☐ Yes ☐ No

*A fire escape cannot be counted as one of the required minimum of two exit stairs (either enclosed or exterior exit stairs) located on each floor where the offered space is located.

AUTOMATIC FIRE SPRINKLER SYSTEM

Is an automatic fire sprinkler system installed throughout the building? ☐ Yes ☐ No

Is an automatic fire sprinkler system installed throughout the offered space? ☐ Yes ☐ No

Where offered space is located below grade, is the below grade space protected throughout by automatic fire sprinkler system?* ☐ Yes ☐ No

*If the answer above is "No," Offeror must submit a written commitment with their offer to correct said deficiency prior to occupancy for the building to be eligible for award.

Where offered space is located on the sixth floor or higher, is the building up to the highest Government occupancy protected throughout by automatic fire sprinkler system?* ☐ Yes ☐ No

*If the answer above is "No," Offeror must submit a written commitment with their offer to correct said deficiency prior to occupancy for the building to be eligible for award.

If an automatic sprinkler system is installed in the building, is the automatic fire sprinkler system being maintained? ☐ Yes ☐ No

FIRE ALARM SYSTEM

Where offered space is located on the third floor or higher, is a fire alarm system installed in the building?* ☐ Yes ☐ No

*If the answer above is "No," Offeror must submit a written commitment with their offer to correct said deficiency prior to occupancy for the building to be eligible for award.

If a fire alarm system is installed in the building, is the fire alarm control unit less than 25 years old?* ☐ Yes ☐ No

*If the answer above is "No," Offeror must submit a written commitment with their offer to correct said deficiency prior to occupancy for the building to be eligible for award.

If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department, a remote station or a UL listed central station? ☐ Yes ☐ No

If a fire alarm system is installed in the building, is the fire alarm system maintained? ☐ Yes ☐ No

PORTABLE FIRE EXTINGUISHERS

If portable fire extinguishers are required by code, are portable fire extinguishers installed in common areas on the floors where the offered space is located? ☐ Yes ☐ No

If portable fire extinguishers are installed, are the portable fire extinguishers being maintained? ☐ Yes ☐ No

ACCESSIBILITY				
ACCESSIBILITY ISSUES				
a. Building Entrance (door width 32"):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Can be Altered	
b. 1:12 Ramps:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Can be Altered	
c. 1:20 Walks:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Can be Altered	
d. Curb cut 36":	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Can be Altered	
e. Parking 13' wide (96" space + 60" access aisle):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Can be Altered	<input type="checkbox"/> N/A
f. Stairs (not acceptable if no elevator):	_____			
g. Light Switches (min. 42", max 54"):	_____			
h. Vestibules (min. 48" + door swing"):	_____			
GENERAL COMMENTS				
_____ _____ _____ _____				
SELECTION OF AWARD FACTORS				
Possible	Criteria	Comments		
Historic	Use Standard Clause	Building Eligible for preference		
_____	_____	_____		
_____	_____	_____		
_____	_____	_____		
_____	_____	_____		
DECISION TO SOLICIT				
a. This building: _____ will be solicited. It meets or is capable of meeting the SFO/RLP standards. _____ will not be solicited. It does not meet and is not capable of meeting the RLP standards for the following reason(s):				
b. The client agency representative present on the market survey: _____ agrees with the above decision _____ does not agree with the above decision for the following reason(s):				
_____		_____		
Agency Representative		Title		
_____		_____		
Person Conducting Survey		Title		

Market Survey Summary Report

Market Tour Date: August 17, 2017

Agency: Department of Homeland Security Immigration and Customs Enforcement (DHS-ICE)

Location: Warwick, RI

Project Number: 7RI2043

PROJECT:

The Department of Homeland Security Immigration and Customs Enforcement (DHS-ICE) requested that GSA conduct a market survey for its requirement. The requirement seeks a minimum of 20,579 ANSI/BOMA Office Area (ABOA) square feet (SF) of continuous space, with 130 reserved and secure parking spaces. The requirement is for a ten (10) year lease, with a seven (7) year firm term. The estimated occupancy date is February 5, 2019. A task order was issued to Jones Lang LaSalle on April 28, 2017 to provide tenant representation for the procurement.

DELINEATED AREA:

Area of consideration is as follows:

City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston

AUTHORITY:

Mark Shinto is representing GSA as the Lease Contracting Officer.
Matthew Holtzman is representing DHS-ICE as the Field Services Deputy Unit Chief.
Sean Lynch & Richard Corley are representing JLL as the GLS Broker for GSA.

BACKGROUND:

DHS-ICE is currently occupying space at 1 International Way, Warwick, RI under GSA lease LRI04549. The lease is due to expire on April 30, 2019.

SPECIFIC FACILITY REQUIREMENTS:

Space must be located in a quality building in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks must be well-maintained. The building must meet GSA fire and life safety standards as well as comply with ABAAS.

SPECIAL REQUIREMENTS:

DHS-ICE requires that prospective locations meet the following unique criteria:

1. Term: 10 year lease / 7 years firm.
2. 130 onsite parking spaces are required. Parking garage/area shall be in the building or connected or adjacent to the building. The parking garage/area must be secure and lighted.

AWARD FACTORS:

The agency has agreed that Lowest Price Technically Acceptable shall be used.

MARKET SURVEY:

An initial advertisement was posted on the Federal Business Opportunities (FBO) website (<https://www.fbo.gov>) on June 16, 2017 with a response due date of July 10, 2017. Six expressions of interest from the FBO advertisement were received.

Jones Lang LaSalle performed a simultaneous market sweep through CoStar research and direct calls to property owners and agents, to identify additional properties that could potentially satisfy the requirement with particular focus on Class A or strong Class B assets.

1. 77 Reservoir Avenue
2. 662 Warwick Avenue
3. 1635 Mineral Spring Avenue
4. 40 Sharpe Drive
5. 487 Jefferson Boulevard
6. 443 Jefferson Boulevard

1635 Mineral Spring Avenue and 40 Sharpe Drive became unavailable soon after submitting interest. 662 Warwick Avenue needed was near residential homes which conflicted with the agency's site requirements.

The market tour was conducted on August 17, 2017 to visit four prospective sites. The tour kicked off at 9:30 AM at the current location. Attendees included:

Richard Corley
Sean Lynch
Andrew Forbes
Matthew Holtzman

GLS Broker – Jones Lang LaSalle
GLS Broker – Jones Lang LaSalle
GSA Realty Specialist
DHS-ICE – Field Services

The debrief meeting was conducted following the survey but no decisions to solicit were made at the time. The group wanted to allow Mark Shinto (GSA – Lease Contracting Officer) to provide comment and sign the building market survey forms. Ultimately properties selected for solicitation were determined via email.

The Market Survey Forms for project number 7RI2043 in Warwick, Rhode Island have been attached to the Market Survey Report and are labeled Attachment A.

SITES VISITED ON MARKET TOUR:

Owner: VAS Realty
Representative: Thomas J. McNaughton
VAS Realty

(b) (6)
(b) (6) verizon.net

Building Address: 1 International Way, Providence, RI



1 International Way is a two-story Class A single-tenant office building that is currently occupied by DHS-ICE. The site is within the 500 year flood plain, which has presented problems for the agency in the past. Also, the agency has had trouble receiving quality service from the owner for their many concerns. This location is able to meet the space and parking requirements per the agency's needs.

☒ WILL BE SOLICITED
☐ WILL NOT BE SOLICITED

Owner: Salmanson Properties

Representative: Jamie Scruggs
Government Lease Advisors, Inc.
Washington DC
(b) (6) govleaseadvisors.com
(b) (6)

Building Address: 487 Jefferson Boulevard, Warwick RI



487 Jefferson Boulevard is a single-story office building that was formerly occupied by Citizens Bank. This site has enough parking to meet the agency's requirement. The one major item that the landlord will need to complete in order to meet the agency's space requirements is to construct shell space that connects two non-contiguous parts of the building (see above floor plan). This building will be solicited since it has the ability to meet DHS-ICE's office and parking requirements.

☒ WILL BE SOLICITED
☐ WILL NOT BE SOLICITED

Owner: Paolino Management, LLC

Representative: Paul Hood
CBRE
750 9th Street, NW
Suite 900
Washington, DC 20001

(b) (6)

Building Address: Mashapaug Commons, 77 Reservoir Ave, Providence, RI



Mashapaug Commons, 77 Reservoir Ave, is a single story multi-tenant retail building. The space offered was previously occupied by a grocery store. The actual space could work for the agency but the building is direct located next to a high school. This space will not be solicited since there a high school within fifty feet of the property.



WILL BE SOLICITED
WILL NOT BE SOLICITED

Owner: Inland American Portfolio

Representative: Alden Anderson
CBRE/New England
One Financial Plaza
14th Floor
Providence, RI 02903

(b) (6)
(b) (6) cbre-ne.com

Building Address: 443 Jefferson Boulevard, Warwick, RI



487 Jefferson Boulevard is a single-story office building that was formerly occupied by Citizens Bank. This site has enough parking to meet the agency's requirement. When the market tour was conducted, the building was under contract and close to be sold to a portfolio investor out of New York City. This new owner is interested in leasing the space and would be the contact responding to a potential RLP. This building will be solicited since it has the ability to meet DHS-ICE's office and parking requirements.

☒ WILL BE SOLICITED
☐ WILL NOT BE SOLICITED

SUMMARY OF BUILDINGS AND SITES TO BE SOLICITED:

Building Address	Will be Solicited	Will NOT be Solicited
1 International Way	✓	
487 Jefferson Boulevard	✓	
77 Reservoir Avenue		✓
443 Jefferson Boulevard	✓	

This concludes a thorough survey of the market for prospective alternatives for DHS-ICE within the delineated boundaries in the Warwick, Rhode Island area. The buildings that can potentially meet the agency's requirements will be issued a Request for Lease Proposal (RLP). Negotiations will be conducted to obtain the offer most advantageous to the Government.

Prepared by:

(b) (6)

Richard Corley, Jones Lang LaSalle
Authorized Broker GSA Representative

September 7, 2017

Date

Agency Concurrence:

Matthew Holtzman, DHS-ICE
Field Services

Date

Approved by:

(b) (6)

Mark Shinto, Lease Contracting Officer
GSA Leasing Division

Date

9/7/2017

Market Survey Summary Report

Market Tour Date: August 17, 2017

Agency: Department of Homeland Security Immigration and Customs Enforcement (DHS-ICE)

Location: Warwick, RI

Project Number: 7RI2043

PROJECT:

The Department of Homeland Security Immigration and Customs Enforcement (DHS-ICE) requested that GSA conduct a market survey for its requirement. The requirement seeks a minimum of 20,579 ANSI/BOMA Office Area (ABOA) square feet (SF) of continuous space, with 130 reserved and secure parking spaces. The requirement is for a ten (10) year lease, with a seven (7) year firm term. The estimated occupancy date is February 5, 2019. A task order was issued to Jones Lang LaSalle on April 28, 2017 to provide tenant representation for the procurement.

DELINEATED AREA:

Area of consideration is as follows:

City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston

AUTHORITY:

Mark Shinto is representing GSA as the Lease Contracting Officer.
Matthew Holtzman is representing DHS-ICE as the Field Services Deputy Unit Chief.
Sean Lynch & Richard Corley are representing JLL as the GLS Broker for GSA.

BACKGROUND:

DHS-ICE is currently occupying space at 1 International Way, Warwick, RI under GSA lease LRI04549. The lease is due to expire on April 30, 2019.

SPECIFIC FACILITY REQUIREMENTS:

Space must be located in a quality building in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks must be well-maintained. The building must meet GSA fire and life safety standards as well as comply with ABAAS.

SPECIAL REQUIREMENTS:

DHS-ICE requires that prospective locations meet the following unique criteria:

1. Term: 10 year lease / 7 years firm.
2. 130 onsite parking spaces are required. Parking garage/area shall be in the building or connected or adjacent to the building. The parking garage/area must be secure and lighted.

AWARD FACTORS:

The agency has agreed that Lowest Price Technically Acceptable shall be used.

MARKET SURVEY:

An initial advertisement was posted on the Federal Business Opportunities (FBO) website (<https://www.fbo.gov>) on June 16, 2017 with a response due date of July 10, 2017. Six expressions of interest from the FBO advertisement were received.

Jones Lang LaSalle performed a simultaneous market sweep through CoStar research and direct calls to property owners and agents, to identify additional properties that could potentially satisfy the requirement with particular focus on Class A or strong Class B assets.

1. 77 Reservoir Avenue
2. 662 Warwick Avenue
3. 1635 Mineral Spring Avenue
4. 40 Sharpe Drive
5. 487 Jefferson Boulevard
6. 443 Jefferson Boulevard

1635 Mineral Spring Avenue and 40 Sharpe Drive became unavailable soon after submitting interest. 662 Warwick Avenue needed was near residential homes which conflicted with the agency's site requirements.

The market tour was conducted on August 17, 2017 to visit four prospective sites. The tour kicked off at 9:30 AM at the current location. Attendees included:

Richard Corley
Sean Lynch
Andrew Forbes
Matthew Holtzman

GLS Broker – Jones Lang LaSalle
GLS Broker – Jones Lang LaSalle
GSA Realty Specialist
DHS-ICE – Field Services

The debrief meeting was conducted following the survey but no decisions to solicit were made at the time. The group wanted to allow Mark Shinto (GSA – Lease Contracting Officer) to provide comment and sign the building market survey forms. Ultimately properties selected for solicitation were determined via email.

The Market Survey Forms for project number 7RI2043 in Warwick, Rhode Island have been attached to the Market Survey Report and are labeled Attachment A.

SITES VISITED ON MARKET TOUR:

Owner: VAS Realty
Representative: Thomas J. McNaughton
VAS Realty
(b) (6)
(b) (6) verizon.net

Building Address: 1 International Way, Providence, RI



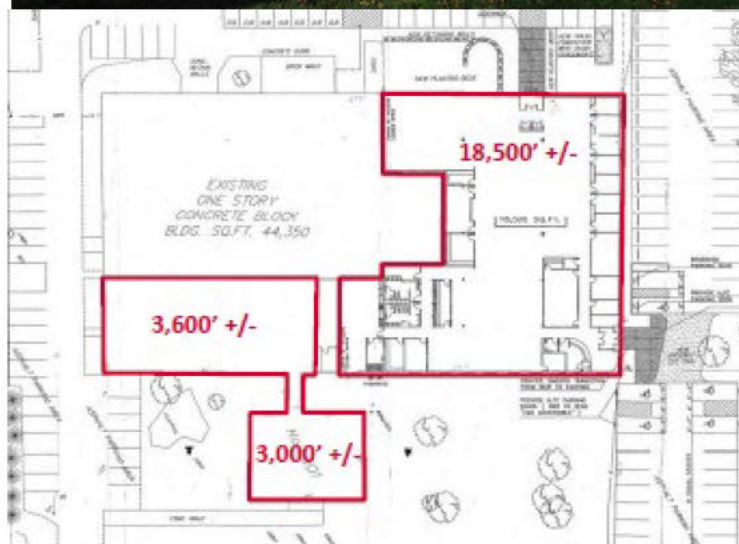
1 International Way is a two-story Class A single-tenant office building that is currently occupied by DHS-ICE. The site is within the 500 year flood plain, which has presented problems for the agency in the past. Also, the agency has had trouble receiving quality service from the owner for their many concerns. This location is able to meet the space and parking requirements per the agency's needs.

☒ WILL BE SOLICITED
☐ WILL NOT BE SOLICITED

Owner: Salmanson Properties

Representative: Jamie Scruggs
Government Lease Advisors, Inc.
Washington DC
(b) (6) govleaseadvisors.com
(b) (6)

Building Address: 487 Jefferson Boulevard, Warwick RI



487 Jefferson Boulevard is a single-story office building that was formerly occupied by Citizens Bank. This site has enough parking to meet the agency's requirement. The one major item that the landlord will need to complete in order to meet the agency's space requirements is to construct shell space that connects two non-contiguous parts of the building (See above floor plan). This building will be solicited since it has the ability to meet FDA's office and parking requirements.

☒ WILL BE SOLICITED
☐ WILL NOT BE SOLICITED

Owner: Paolino Management, LLC

Representative: Paul Hood
CBRE
750 9th Street, NW
Suite 900
Washington, DC 20001
(b) (6)

Building Address: Mashapaug Commons, 77 Reservoir Ave, Providence, RI



Owner: Inland American Portfolio

Representative: Alden Anderson
CBRE/New England
One Financial Plaza
14th Floor
Providence, RI 02903
(b) (6)
(b) (6) cbre-ne.com

Building Address: 443 Jefferson Boulevard, Warwick, RI



487 Jefferson Boulevard is a single-story office building that was formerly occupied by Citizens Bank. This site has enough parking to meet the agency's requirement. When the market tour was conducted, the building was under contract and close to be sold to a portfolio investor out of New York City. This new owner is interested in leasing the space and would be the contact responding to a potential RLP. This building will be solicited since it has the ability to meet FDA's office and parking requirements.

☒ WILL BE SOLICITED
☐ WILL NOT BE SOLICITED

.....

SUMMARY OF BUILDINGS AND SITES TO BE SOLICITED:

Building Address	Will be Solicited	Will NOT be Solicited
1 International Way	✓	
487 Jefferson Boulevard	✓	
77 Reservoir Avenue		✓
443 Jefferson Boulevard	✓	

This concludes a thorough survey of the market for prospective alternatives for DHS-ICE within the delineated boundaries in the Warwick, Rhode Island area. The buildings that can potentially meet the agency's requirements will be issued a Request for Lease Proposal (RLP). Negotiations will be conducted to obtain the offer most advantageous to the Government.

Prepared by:

Richard Corley, Jones Lang LaSalle
Authorized Broker GSA Representative

February 22, 2022

Date

Agency Concurrence:

Matthew Holtzman, DHS-ICE
Field Services

Date

Approved by:

Mark Shinto, Lease Contracting Officer
GSA Leasing Division

Date



PROJECT ORIENTATION
7RI2043 DHS-ICE WARWICK, RHODE ISLAND
6/2/2017

A. Attendees

Name	Agency/Company	Phone	Email Minutes To
Mark Shinto	GSA	(617) 565-6507	Mark.Shinto@gsa.gov
Andrew Forbes	GSA	(617) 283-4350	Andrew.Forbes@gsa.gov
Richard S Corley Jr	JLL	(b) (6)	(b) (6) am.jll.com
Sean Lynch	JLL	(b) (6)	(b) (6) am.jll.com
Matthew Holtzman	DHS-ICE	(b) (6)	(b) (6)

B. Agenda & Meeting Minutes

Item	Description
Purpose	<ul style="list-style-type: none">• Discuss Needs Assessment• Discuss roles• Discuss specific details about the procurement• Verify any questions/concerns regarding the agency's requirements• Team expectations• Discuss the next steps for this procurement
GSA Needs Assessment Questionnaire	<ul style="list-style-type: none">• Refer to attachment
Roles	<ul style="list-style-type: none">• Roles and responsibilities were discussed as per the National Broker Contract, see below checklist
Specific details about the procurement - Requirements Overview	<ul style="list-style-type: none">• Type of Procurement<ul style="list-style-type: none">◦ Full and Open Competition• Current Location<ul style="list-style-type: none">◦ DHS-ICE is currently located at the Saxon Building, 1 International Way, Warwick, RI 02886◦ Agency is downsizing from 29,204 to 20,579 ABOA◦ Current Lessor: Vas Realty LLC◦ Current Landlord Representative: Vas Realty, Vito Scola, 1 International Way, Warwick, RI 02886<ul style="list-style-type: none">▪ Phone Number: (b) (6)◦ Expiring Lease number: LRI04549◦ Current location lease expires April 30th, 2019• New Lease Overview<ul style="list-style-type: none">◦ Contract Number: GS-00-P-15-BQ-D-7012◦ Task Order Number: GS-P-00-17-BQ-0146

	<ul style="list-style-type: none"> ○ Project Number: 7RI2043 ○ Square Feet: 20,579 ABOASF ○ Tenant Improvement Allowance (TIA) initially provided is \$35.00 ○ Parking: 130 on-site parking spaces for the use of Government vehicles ○ Lease Term: 10 year lease, 7 year firm term ○ Renewal Rights: One 5 year option ○ Cancellation Rights: 90 days ○ Number of Personnel : 42 persons ○ Delineated Area: <ul style="list-style-type: none"> ▪ City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston ▪ (See visual depiction) ○ Zonal Contracting Officer: Eric Bowie (b) (6) <ul style="list-style-type: none"> ▪ Process modifications to the contract ○ LCO/COTR: Timothy Wells (b) (6) <ul style="list-style-type: none"> ▪ GSA daily point of contact ○ JLL is the National Broker Contractor: <ul style="list-style-type: none"> ▪ Richard Corley Jr. will be the daily point of contact ○ This facility is a Federal Security Level (FSL) 3 <ul style="list-style-type: none"> • Schedule <ul style="list-style-type: none"> ○ Estimated Occupancy Date: May 1, 2019 ○ Estimated Required Delivery Date: July 1, 2019 ○ The schedule will be updated every month • Market Information <ul style="list-style-type: none"> ○ JLL will gather more market information/data (i.e., making more calls to local brokers and other searches such as LoopNet, etc.)
Verify any questions/concerns regarding the agency's requirements	<ul style="list-style-type: none"> • Agency's Basic Function <ul style="list-style-type: none"> ○ The HSI and ERO field offices will be placed at the awarded location • Agency POCs <ul style="list-style-type: none"> ○ Matthew Holtzman (Project Manager) <ul style="list-style-type: none"> ▪ Main point of contact and will be able to answer all agency specific questions • Agency requirements <ul style="list-style-type: none"> ○ Detainee sally port/garage is required ○ Depending on the facility, ICE may have a need for a private elevator to ensure that they have a secured path of travel for moving the detainees. ○ ICE would like the potential offerors know in advance to the market survey that detainees will be brought into the space. Detainees will not be held for more than 12 hours • Agency concerns <ul style="list-style-type: none"> ○ Prefer space offered above the ground level ○ Potential for floor load issues. ICE's requirements call for file and evidence storage which may have floor load issues. ○ The reduction in space is due to the agency adhering to the DHS space standards
Team Expectations	<ul style="list-style-type: none"> • Move project along as efficiently as possible
Next steps for this procurement	<ul style="list-style-type: none"> • Continue to complete internal GSA documentation • Prepare the advertisement / verify and discuss expressions of interest • Obtain building information from potential offerors • Confirm date/time to conduct a market tour of the properties • Prepare market itinerary and issue market tour details • DRAFT RLP package

PREPARED BY: Richard Corley, JLL – (issued 06/05/2017)

THE ABOVE INFORMATION IS DEEMED TO BE ACCURATE AND CORRECT TO THE BEST RECOLLECTION OF THE WRITER. IF ANY INFORMATION IS NOT CORRECT OR REQUIRES CLARIFICATION PLEASE NOTIFY THE WRITER at (b) (6) am.jll.com. ALL QUESTIONS REGARDING THE MEETING AND ABOVE INFORMATION SHOULD BE DIRECTED TO THE WRITER OF THESE MINUTES.



GSA Public Buildings Service

TRANSMITTED VIA EMAIL

September 4, 2018

Cape Moraine, LLC
C/O Robert and John Clark
26260 Devonshire Ct. Unit 101
Bonita Springs, FL 34134
(b) (6) [comcast.net](#)
(b) (6) [gmail.com](#)

Dear Mr. Clark:

This letter is in reference to your response for Request for Lease Proposal (RLP) # 7RI2043 for the Government's requirement for space in Warwick, Rhode Island. I am pleased to inform you that the Government has identified Cape Moraine LLC as the apparent successful offeror for the above-referenced project.

As such, attached is a copy of the Lease Contract Number GS-01P-LRI00279 for space located at 443 Jefferson Boulevard, Warwick, RI 02886 for your review and execution. All the financial terms discussed and negotiated were transcribed from your offer.

Please sign and initial the enclosed two copies of the lease contract, and fill out all **appropriate areas where indicated**.

Please be aware that the transmission of these documents does not constitute a lease award. The agreement is not binding until execution by the General Services Administration. Upon execution and award, a copy will be returned to you for your records.

Region 1
U.S. General Services Administration
10 Causeway Street
Boston, MA 02222

No information about this contract shall be released until after award.

Should you require any further information regarding this action, you may contact GSA Authorized Representative, Maureen Payton at 202-719-5619.

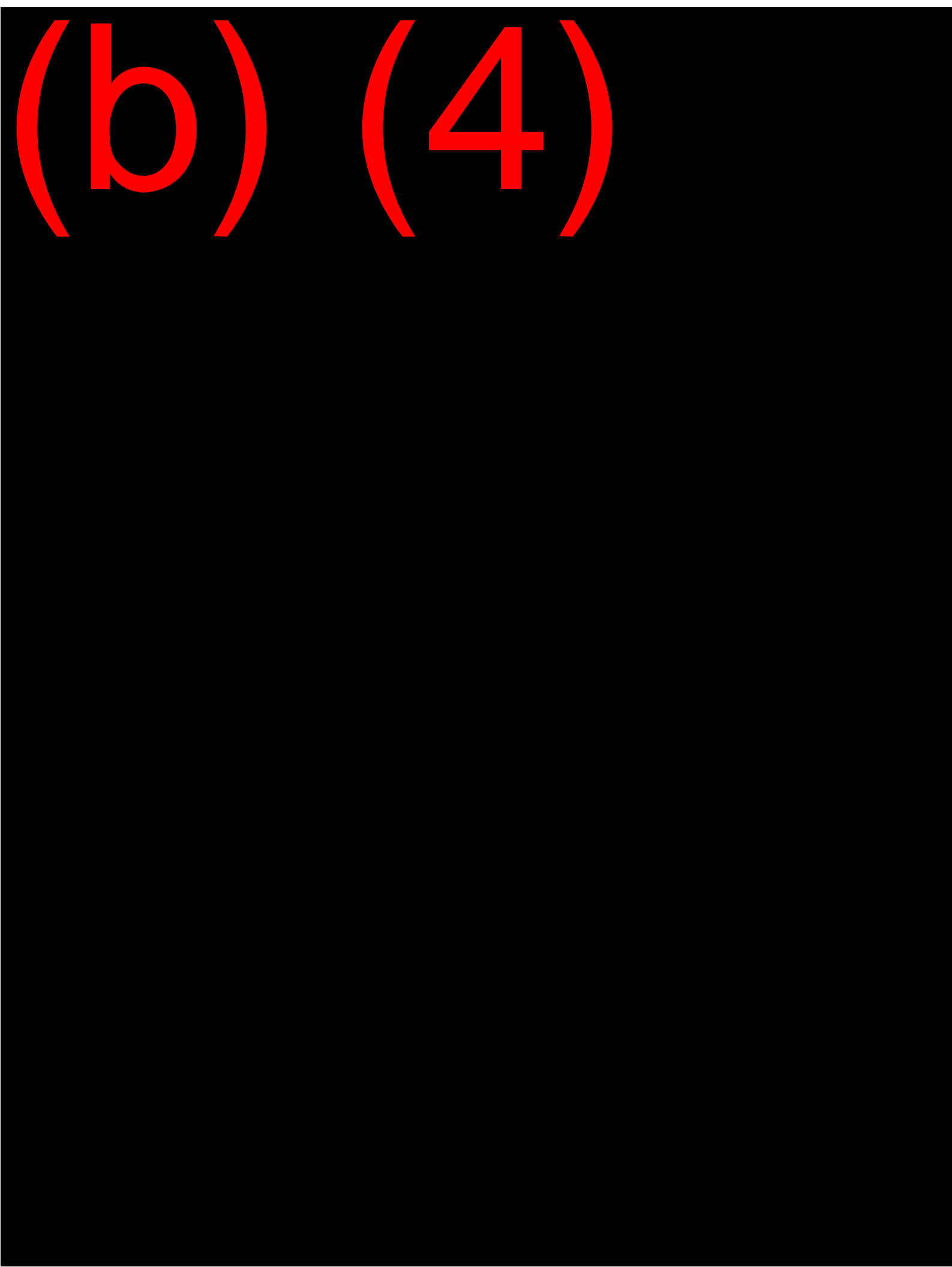
Sincerely,

Michael Strobel
Lease Contracting Officer

Enclosures

cc: Maureen Payton, Authorized GSA Representative, Jones Lang LaSalle
Two (2) copies of Lease # GS-01P-LRI00279

Region 1
U.S. General Services Administration
10 Causeway Street
Boston, MA 02222



(b) (4)

(b) (4)

obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences.

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of and award to a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any lease contract and/or lease modification or amendment. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

Occupancy After Lease Expiration

In the event of a continued occupancy after lease expiration, the tenant agency will continue to be financially responsible for the pass-through of the lease contract rent, the PBS lease fee, and any additional costs incurred by PBS resulting from lease renewal, extension, replacement, holdover or condemnation. The tenant agency rights to relinquish space as specified in this OA remain in effect.

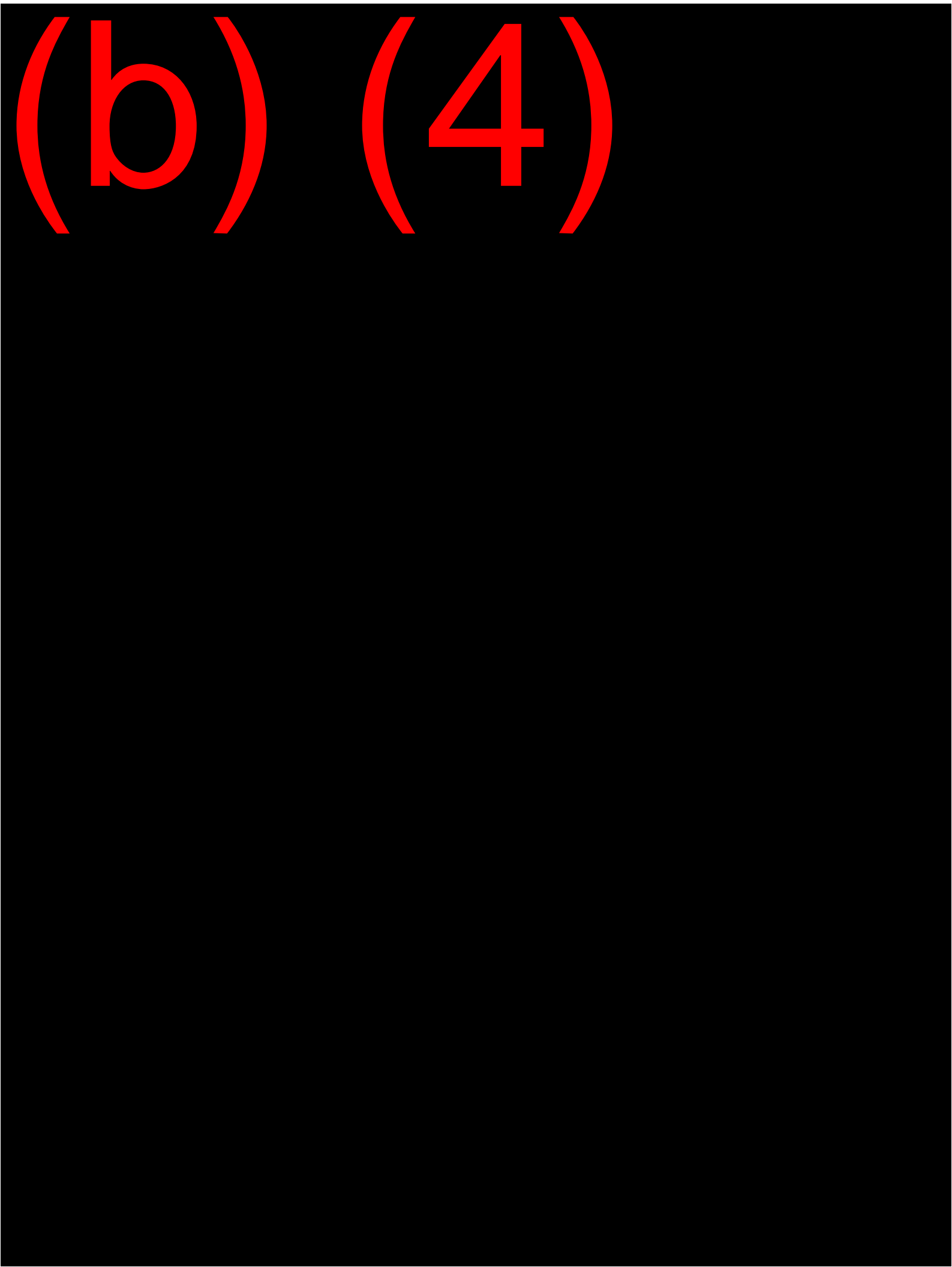
PBS Services

(b) (4)

(b) (4)

(b) (4)

(b) (4)



(b) (4)

LRI05459, N/R, DHS ICE Warwick, RI
eff. 5/1/19

Page: 2 of 16

ARI01048

Draft

Version: 1

Date Last
Modified:

26-Nov-2018

7055

DHS IMMIGRATION AND CUSTOMS
ENFORCEMENT - ICE
RI7147ZZ

LRI04549

OA Start Date:

01-May-2019

Fiscal Year: 2020

OA End Date:

30-Apr-2034

Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	24,077	\$521,026.28	\$21.640000000
2. Amortized Tenant Improvement Used/General	24,077	\$88,815.86	\$3.688826000
3. Operating Costs ##	24,077	\$213,306.78	\$8.859358800
A. Market Rent SubTotal	24,077	\$823,148.93	\$34.188184800
5. Amortized Tenant Improvement Used/Custom	24,077	\$16,592.06	\$0.689125000
7. Security Services			
c. Building Specific Amortized Capital	24,077	\$53,779.57	\$2.233649000
9. Parking			
b. Surface (number of spaces) #####	34		
11. PBS Fee	24,077	\$62,546.44	\$2.597767122
B. Agency Rent SubTotal	24,077	\$132,918.07	\$5.520541122
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	24,077	\$956,066.99	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$956,066.99	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$956,066.99	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
	PBS Fee is		7%

Surface Parking Escalation Applies

Note: ANSI Rentable of 24,077 is 20,579 Assigned Usable Space PLUS 3,498 Common Space. R/U Factor is 1.169979100

(b) (4)

(b) (4)

(b) (4)

(b) (4)

LRI05459, N/R, DHS ICE Warwick, RI
eff. 5/1/19

Page: 7 of 16

ARI01048

Draft

Version: 1

Date Last
Modified:

26-Nov-2018

7055

DHS IMMIGRATION AND CUSTOMS
ENFORCEMENT - ICE
RI7147ZZ

LRI04549

OA Start Date:

01-May-2019

Fiscal Year: 2025

OA End Date:

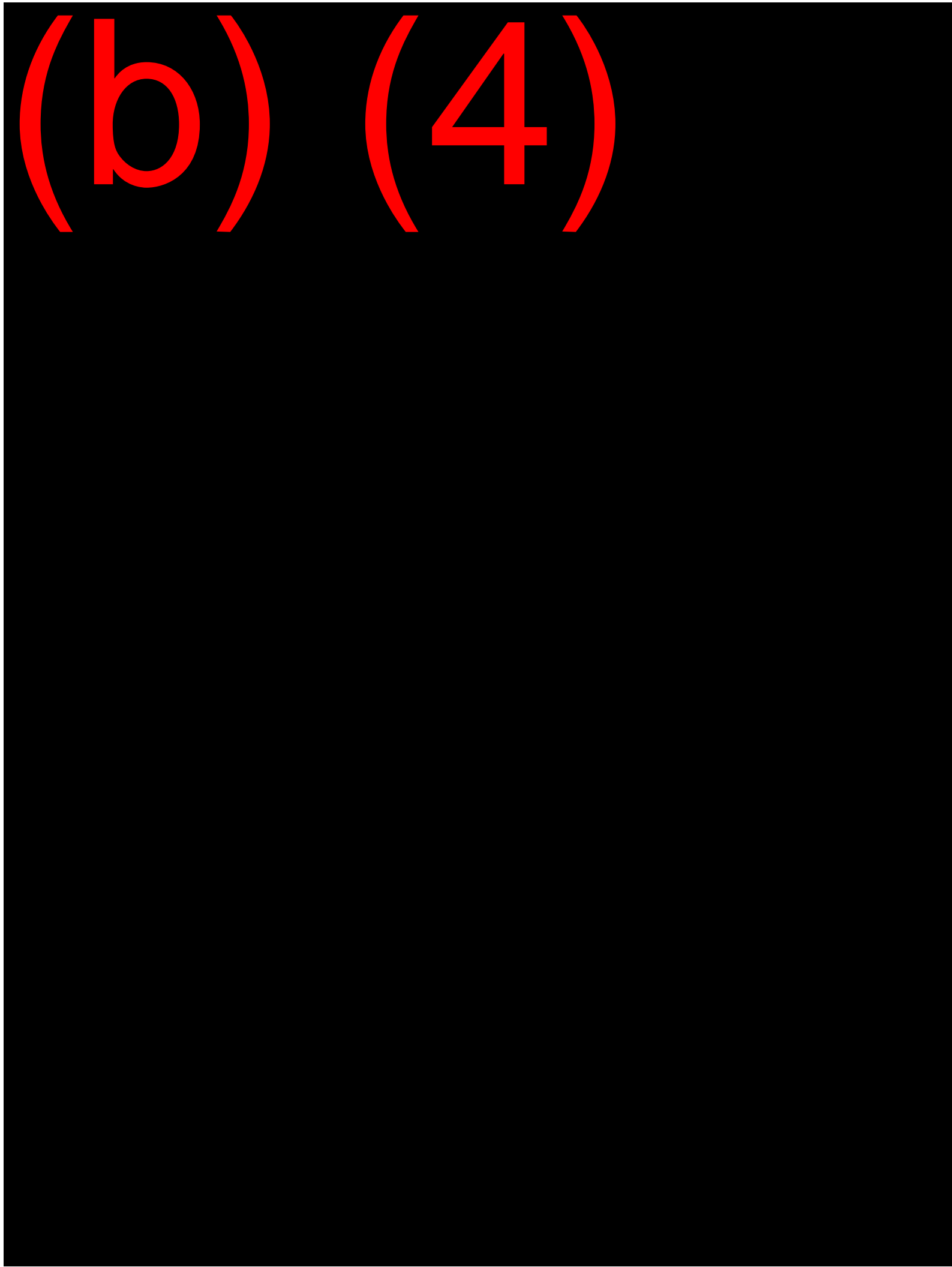
30-Apr-2034

Period: 01-Oct-2024 to 30-Sep-2025

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	24,077	\$521,026.28	\$21.640000000
2. Amortized Tenant Improvement Used/General	24,077	\$88,815.86	\$3.688826000
3. Operating Costs ##	24,077	\$247,281.02	\$10.270424972
A. Market Rent SubTotal	24,077	\$857,123.17	\$35.599250972
5. Amortized Tenant Improvement Used/Custom	24,077	\$16,592.06	\$0.689125000
7. Security Services			
c. Building Specific Amortized Capital	24,077	\$53,779.57	\$2.233649000
9. Parking			
b. Surface (number of spaces) #####	34		
11. PBS Fee	24,077	\$64,924.64	\$2.696541757
B. Agency Rent SubTotal	24,077	\$135,296.27	\$5.619315757
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	24,077	\$992,419.43	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$992,419.43	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$992,419.43	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
	PBS Fee is		7%

Surface Parking Escalation Applies

Note: ANSI Rentable of 24,077 is 20,579 Assigned Usable Space PLUS 3,498 Common Space. R/U Factor is 1.169979100



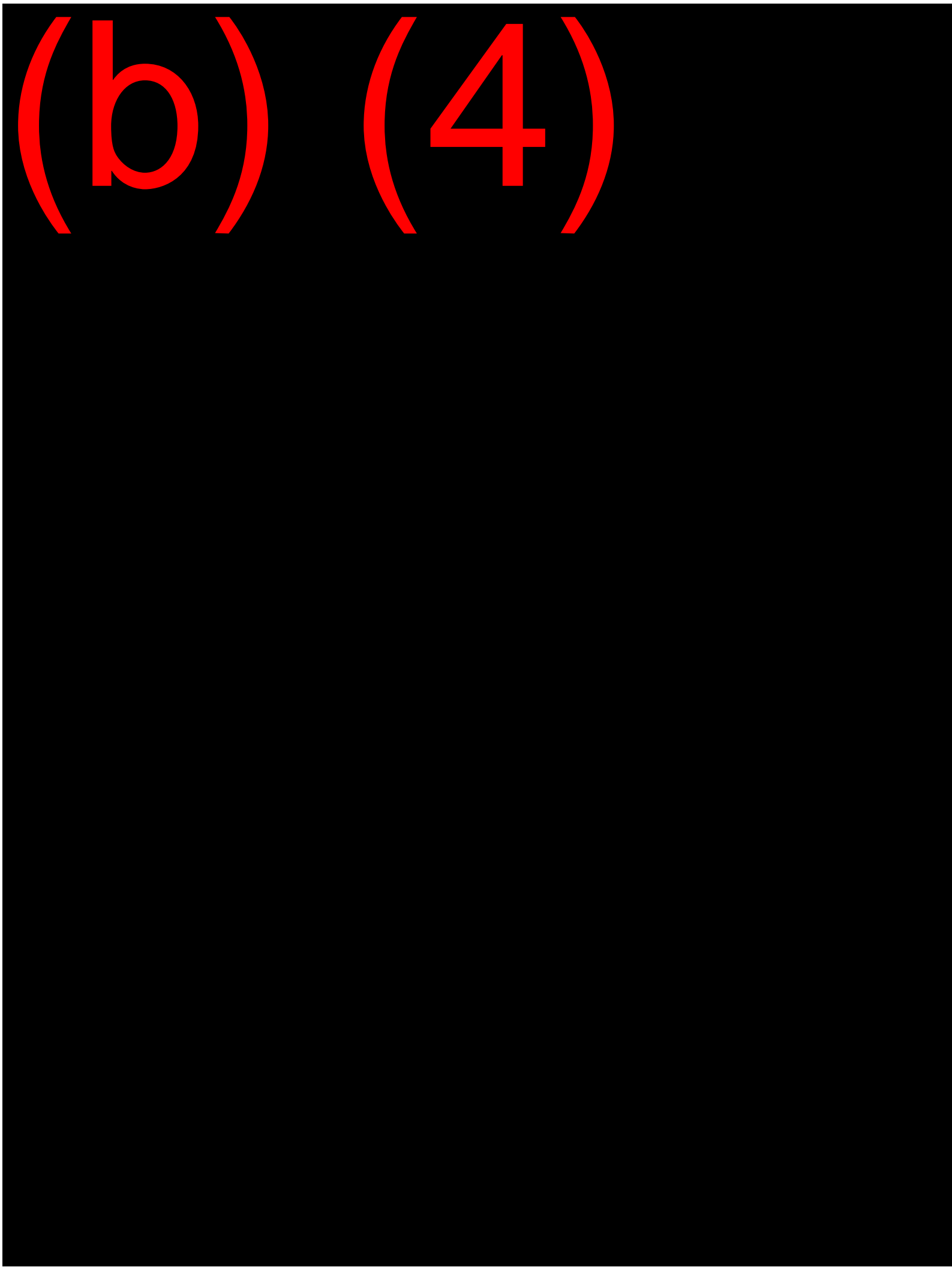
(b) (4)

(b) (4)

(b) (4)

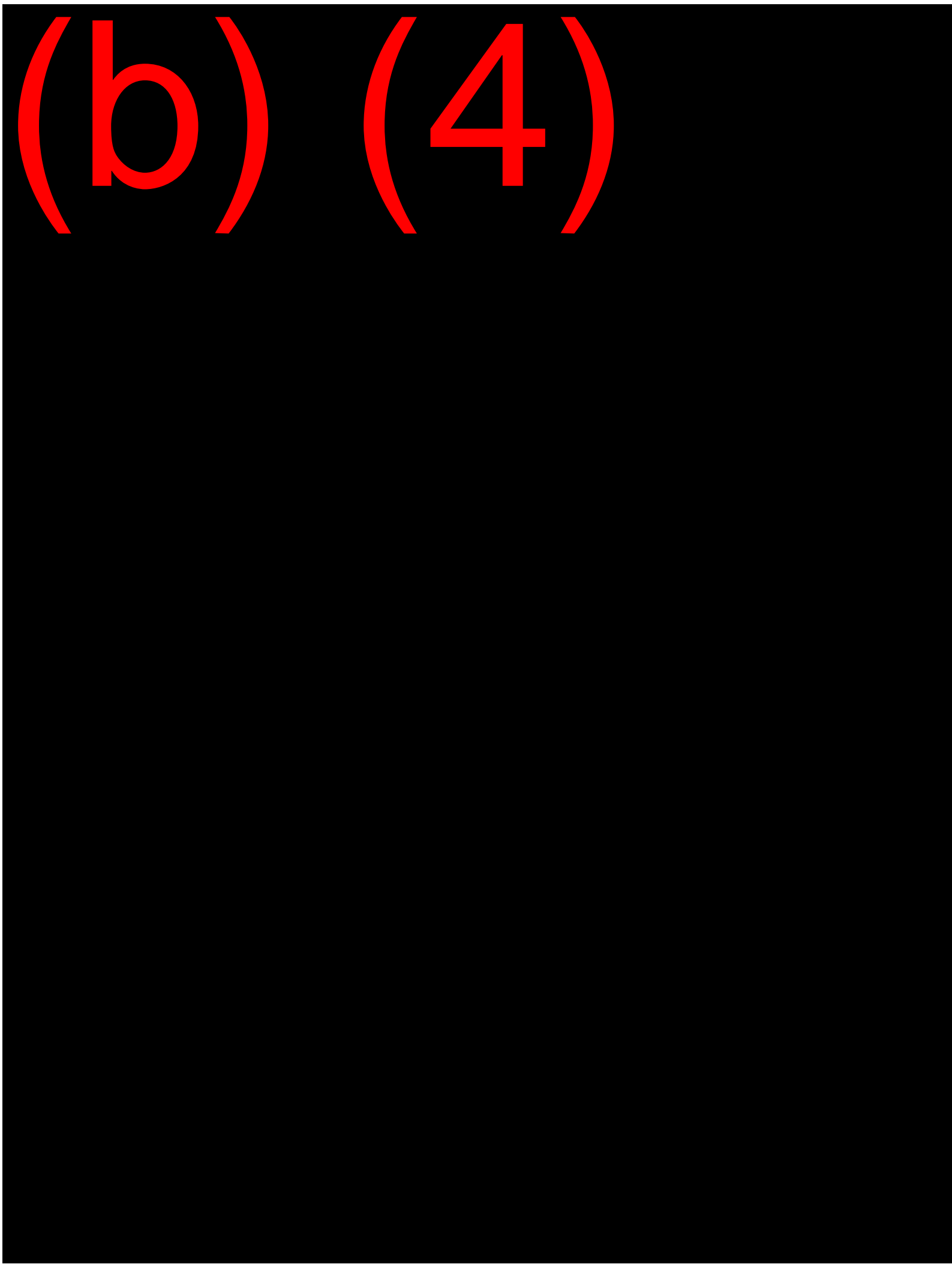
(b) (4)

(b) (4)



(b) (4)

(b) (4)



(b) (4)

(b) (4)

Extension Lease File Checklist

AGENCY:	_____	CONTRACTING OFFICER:	_____
LOCATION:	_____	LEASING SPECIALIST/RGA	_____
SQUARE FOOTAGE:	_____	PROJECT MANAGER:	_____
PROJECT NUMBER:	_____	BROKER POC IF APPLICABLE	_____
LEASE NUMBER:	_____	BROKER T.O. IF APPLICABLE	_____
LEASE EXPIRATION DATE:	_____	RATIONALE FOR EXTENSION	_____
LEASE AMENDMENT NUMBER:	_____		

I. REQUIREMENTS DEVELOPMENT		Policy/LDG Ch 7 Reference	Required
A.	Notification to LAM of Intention to Extend		
B.	GLS Task Order Determination	Ch 7. 2c.	
	B.1 National Program Manager Written Exception Response to Use Broker		
	B.2 Broker Task Order/Project Orientation Meeting		
C.	Prospectus: Submission/Approval (House and Senate Resolutions)		
D.	Project Management & Acquisition Plan	Ch 7. 3a.	
E.	Other: Requirements Development		
II. PRE-NEGOTIATION PHASE		Policy/LDG Ch 7 Reference	Required
A.	Market Research	Ch 7. 4	
B.	Bullseye Report	Leasing Alert 4/25/16	
C.	Negotiation Objectives	Ch 7. 3c.	
D.	Justification for Other Than Full and Open Competition (or JOFOC) or SLAT-Level Memorandum to File, and Supporting Documentation	Ch 7. 5b.	
E.	Prospectus: NOL Approval of JOFOC	email from C Wisner 12/12/16	
F.	Floodplain Check & Compliance	GSA Floodplain Management Desk Guide	
G.	Other: Pre-Negotiation		
III. OFFER NEGOTIATION AND AWARD DETERMINATION DOCUMENTS		Policy/LDG Ch 7 Reference	Required
A.	Request for Lessor's Extension Proposal	Ch 7. 6a.	

B. Offer and Related Correspondence	Ch 7. 6a.	
C. Scoring Memorandum	Ch 7. 6b.	
D. System for Award Management (SAM): Active Registration Check (All Awards)	Ch 7. 3b.	
E. System for Award Management (SAM): Exclusion Check	Ch 7. 3b.	
F. Price Negotiation Memorandum (PNM)	Ch 7. 6c.	
G. Other: Offer Negotiation and Award Determination		
IV. (A) APPROVAL AND FUNDING DOCUMENTS	Policy/LDG Ch 7 Reference	Required
A. Occupancy Agreement (OA) Signed by Agency (if Rental Rates Change)	Ch 7. 2b.	
B. Lease Amendment - Draft	Ch 7. 6e.	
C. Transmittal to Lessor		
D. BA 53 Pre-Award Fund Certification	Ch 7. 6d.	
E. Other: Approval and Funding Documents		
IV. (B) LEASE AMENDMENT EXECUTION	Policy/LDG Ch 7 Reference	Required
A. Lease Amendment - Executed	Ch 7. 6e.	
B. Transmittal to Lessor		
C. Other: Lease Amendment Execution		
V. POST AWARD NOTIFICATIONS	Policy/LDG Ch 7 Reference	Required
A. Posting of Redacted Justification for Other Than Full and Open Competititon on FBO	Ch 7. 5c.	
B. Lease Amendment Distribution to Field Office	Ch 7. 6e.	
C. Lease Amendment Distribution to Agency	Ch 7. 6e.	
D. Lease Amendment Distribution to FPS	Ch 7. 6e.	
E Other: Post Award Notifications		
VI. PROJECT COMPLETION/CLOSURE	Policy/LDG Ch 7 Reference	Required
A. Lease Digest (R620)		
B. Occupancy Agreement (OA) and Evidence of Transmittal to Agency - Final		
C. Other: Project Completion/Closure		

st

:

:

FILE:

LE:

ON:

Note	Document In File
Note	Document In File
LCO should also consider impact of accrued tax and operating escalations, TI rental drop-off, etc.	
Note	Document In File

Note	Document In File
Note	Document In File
Note	Document In File
Note	Document In File

- - - - -

Facilities Project Management Phases & Reviews

OAFM PM Test Fit Pre-Design Phase

- GSA to provide OAFM PM 15 to 20 days.

A/E Design Phase:

- Review first set of DID drawings and coordinate review with ICE entities.
(GSA to provide OAFM 10 days for review)
- Review final set of DID drawings and coordinate review with ICE entities.
(GSA to provide OAFM 10 days for review)

A/E CD Design Phase

- Review 95% CD drawings.
(GSA to provide OAFM 10 days for review)
- Review 100% CD drawings.
(GSA to provide OAFM 10 days for review)

GSA Construction Phase

- Attend Construction kick-off calls, and regular weekly meetings.
- DHS ICE Security expert to visit the site before walls are closed in and/or as needed.
- Furniture vendor site visit for final measurements (when all walls are completed).
Note: After onsite measurements furniture vendor needs min 60 days for furniture fabrication and 15 days for shipping & delivery.
- Substantial construction walk-thru. OAFM PM Optional
- Attend punch list walk-thru. OAFM PM Optional.

Furniture Shipping Delivery & Installation Phase, (GSA to provide OAFM 30 days).

- Furniture Shipping Delivery. (15 days)
- Furniture Installation. (15 days)
- OFAM PM to visit the site post-furniture installation. Optional.

Move-in Phase. (GSA to provide OAFM 10 days).

- Coordinate with the furniture vendor, GSA, OCIO, OPR, ICE move team, and the field to ensure a seamless move.

Final Close-out Phase.

- Ensure Punch list has been completed.

Furniture milestone schedule: 24 weeks process:

1. OAQ award contract: TBD
2. Design: 4-6 weeks to complete and arrival at final drawing and “order ready” BOM.
3. Order submitted to factories: 1 week after BOM and on-site measurements are done.
4. Production: 9 weeks.
5. Shipping: 2 weeks
6. Installation: 2 weeks
7. Punch list and remedy: 4 weeks.

February 26, 2018

VIA ELECTRONIC MAIL

Thomas J. McNaughton

VAS Realty

(b) (6)

(b) (6) @verizon.net

RE: Request for Final Offer Proposals – Request for Lease Proposal No. 7RI2043
Offered Building: 1 International Way, Warwick, RI

Dear Mr. McNaughton:

Thank you for your most recent revisions to the above-referenced RLP. You are hereby requested to submit your Final Proposal Revisions for the above referenced solicitation by 5:00 pm Eastern on **March 9, 2018**. Your Final Proposal Revisions should be submitted electronically to the GSA Lease Contracting Officer, Mark Shinto, and to GSA's broker representative, Richard Corley of JLL. Negotiations regarding this Request for Lease Proposal (RLP) will remain open until this date and time. Your Revised Final Offer should specify your most competitive annual rental rate. Also, please review Amendment #2 and provide the appropriate pricing for years eleven through fifteen.

The following deficiencies need to be addressed as part of your Final Proposal Revision:

1. GSA Form 1364C –

- a. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need (b) (4) sf in tenant improvement allowance. Please revise.
- b. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need (b) (4) sf in building specific amortized capital for security related improvements. Please revise.

Please keep in mind that this is a competitive procurement. We strongly encourage you to review the financial terms of your offer to ensure that you are providing the most aggressive rental rate to the Government. In particular, please review your shell rental rate and offered tenant improvement amortization rate. As an alternative to reducing your overall rate, you may wish to consider providing additional free rent at the start of the lease.

The Final Proposal Revisions should address any aspect of your proposal that you wish to modify. Items that are not addressed will be construed as remaining unchanged from your revised offer submitted November 7, 2017. If you do not submit Final Proposal Revisions, the Government will consider your previous proposal to be your Final Offer. Should your response not be returned under the guidelines of the RLP, your response shall be non-compliant.

The date established by the Government for submission of Final Proposal Revisions represents the termination of all negotiations in connection with the above referenced RLP. After termination of negotiations, you may be contacted to provide additional information or for clarification of your offer. However, this is not a re-opening of negotiations and you will not be permitted to modify your proposal.

VAS Realty, LLC
131 Playa Rienta Way
Palm Beach Gardens, FL 33418

February 27, 2019

U.S. General Services Administration (GSA)
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
ATTN: Mr. Strobel

RE: Lease Number LR104549
Lease Expiration April 30, 2019

Dear Mr. Strobel,

As you know, the current lease for the DHS-ICE facility in Warwick Rhode Island is set to expire on April 30, 2019.

Considering VAS Realty, LLC (VAS) has not been contacted by the government regarding a lease extension, we are requesting a close-out inspection date be scheduled for the facility located at 1 International Way, Warwick Rhode Island.

In order for VAS to effectively plan, please respond with a date for this inspection by close of business March 8, 2019.

Your consideration and assistance in this matter is appreciated.

Thank you,

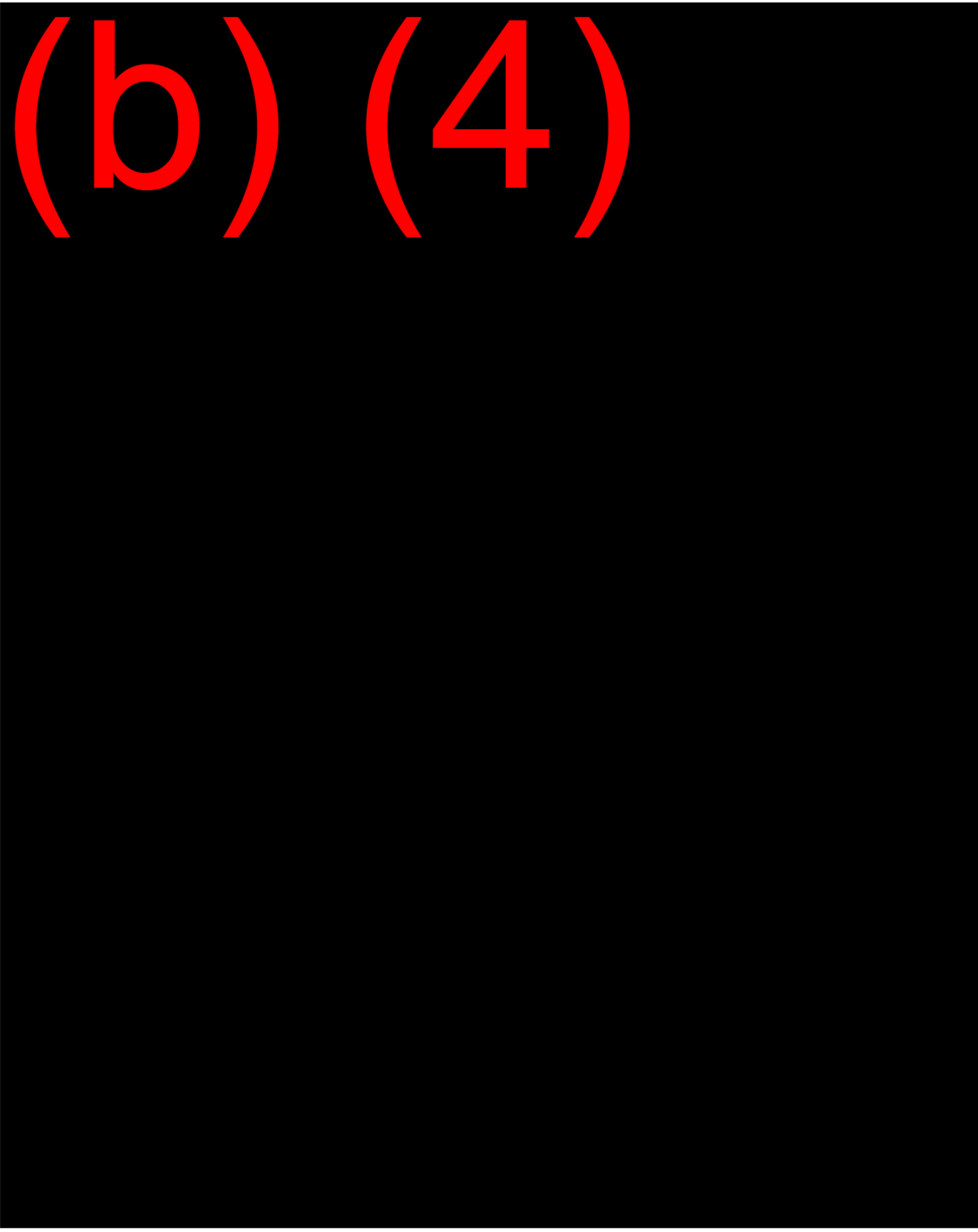
(b) (6)

Doreen M. Scola

Cc: Mark Shinto, David Hall

(b) (4)

(b) (4)



(b) (4)

(b) (4)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14
ADDRESS OF PREMISES 1 International Way Warwick, Rhode Island 20886-1700	TO LEASE NO. GS-01P-LRI04549 PDN Number: (Not required)

THIS AMENDMENT is made and entered into between
VAS REALTY, LLC

whose address is: 137 Applegate Road, Cranston, RI 02920
 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease **by extending the lease for 24 months, 18 months firm.**

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **May 1, 2019** as follows:

- A. **TO EXTEND THE LEASE** for twenty four (24) months, eighteen (18)) months firm with a **termination date of April 30, 2021**. The Government reserves the right in writing to provide 60 days notification of termination to the Lessor after the last day of the 18th month, if applicable, for timely relocation to new replacing space before the end of the 24th month term.

End of Lease Amendment #14.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FORCE AND EFFECT.

This Lease Amendment contains **1** pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: **Michael Strobel**
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. LRI04549

THIS LEASE, made and entered into this date by and between VAS REALTY, LLC
whose address is

137 APPLGATE ROAD
CRANSTON, RI 02920

and whose interest in the property hereinafter described is that of owner
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 30,000 Rentable Square Feet (RSF)/ 29,204 BOMA Useable Square Feet (BUSF), with a Common Area Factor of 1.0273, of office and general purpose space (see Exhibit 1, Floorplan) at 1 International Way, Warwick, RI 02886-1700 (hereinafter the "Building"), and by this reference made a part hereof, together with 132 surface parking spaces located on the site, all parking, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration
2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten years. Commencement and termination dates will be established with a Supplemental Lease Agreement upon Government acceptance of the leased space.
3. TERMINATION RIGHT: None
4. RENEWAL OPTION: None
5. THE GOVERNMENT SHALL PAY to the Lessor, commencing in accordance with Paragraph 3.17.1 of the Solicitation For Offers (SFO) #7RI2012 of the Lease, rent as follows:
Annual rent of \$ (b) (4) for years 1 through 3 payable at the rate of (b) (4) 0 per month in arrears and (b) (4) for years 4 through 10, to include all CPI escalations, payable at the rate of (b) (4) per month in arrears, via Electronic Funds Transfer to:

VAS REALTY, LLC
137 APPLGATE ROAD
CRANSTON, RI 02920

Rent for a lesser period shall be prorated on a per diem basis.

Initial/Date

P/3/07
(b) (6)

6. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 5 above and at no further cost or expense to the Government, the following:
- (a) The Leased Premises, and all appurtenances, rights and privileges as described in Paragraph 1 hereof;
 - (b) All requirements including, but not limited to, all services, utilities, compliance activities and efforts, alterations, improvements, buildout (except for lump sum reimbursable items), and maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers 7RI2012, dated April 23, 2007, as amended (hereinafter, the "SFO"), attached hereto and by this reference made a part hereof;
 - (c) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
7. IN REFERENCE TO BUILDOUT AND DELIVERY of the Leased Premises, the Lessor agrees to the following:
- (a) The Lessor hereby agrees that, as regards delivery of the Leased Premises to the Government ready for occupancy (hereinafter, "Delivery"):
 - (i) Time is of the essence.
 - (ii) Lessor shall effect Delivery on that date in accordance with paragraph 3.17 Construction Schedule of Tenant Improvements (SEP 2000), section F. Construction of Teneant Improvements (hereinafter the "Delivery Date").
 - (iii) Except with regard to such "Punch List" items as may be identified in the Acceptance Notice as defined in Paragraph 7(a)(v) hereof, it is a condition precedent to Delivery that all construction required under this Lease shall be substantially complete and comply with the requirements of FAR 52.246.12 and 21 and GSAR 552.246-71 (hereinafter, the "Regulations"), attached hereto and by this reference made a part hereof, and all drawings, plans and specifications referenced in Paragraph 4.8 Floor Plans After Occupancy of the SFO and that the Leased Premises otherwise fully comply with the requirements of this Lease.

(b) (6)

- (iv) As required under the Regulations, not less than ten (10) calendar days prior to the date on which the Leased Premises will, in the Lessor's reasonable, professional opinion, be ready for occupancy by the Government (the "Proposed Readiness Date"), the Lessor shall deliver to the Government written notice of said Proposed Readiness Date. Unless the Contracting Officer determines that the Leased Premises are not ready for inspection, not more than ten (10) calendar days following the Proposed Readiness Date, the Government shall commence inspection of all construction required under this Lease for compliance with the Regulations, the plans and all terms and conditions of this Lease (hereinafter, the "Compliance Inspection").
- (v) It is a further condition precedent to Delivery hereunder that a satisfactory Compliance Inspection shall have been completed by the Government, and the Contracting Officer shall have delivered to the Lessor, written notice of the Government's acceptance of the Leased Premises as ready for occupancy (an "Acceptance Notice"), together with a Punch List or lists as contemplated in Paragraph 7(d) below, if applicable.
- (vi) Lessor's failure to deliver the entire Leased Premises substantially complete and ready for occupancy, as defined in this Paragraph 7, on the Delivery Date, shall be deemed to be an event of default pursuant to the Default in Delivery clause of this Lease, Paragraph 11 of GSA Form 3517, General Clauses of this Lease (the "General" Clauses"), attached hereto and by this reference made a part hereof.
- (vii) Government acceptance of the Leased Premises pursuant to the Compliance Inspection is an acknowledgment of the completion of the work inspected, but is not acceptance of conditions which cannot be fairly discovered until after the Government takes full operational occupancy, an acceptance of latent defects, a waiver of on-going compliance with performance-based specifications, standards and requirements, or a certification of compliance with laws, regulations or other approvals or requirements. Lessor shall remain fully responsible for all of these, and shall correct any conditions at its sole cost and expense upon written notice from the Government.
- (viii) Government review of Lessor-prepared and submitted construction drawings and subsequent comments on same does not constitute a deviation from any provision, condition or requirement of this Lease unless specifically identified as such in writing by the Contracting Officer.
- (b) If the Government accepts the Leased Premises as ready for occupancy and the Leased Premises are substantially complete but not fully complete, then the Government will provide to the Lessor after the Compliance Inspection a Punch List of Items remaining to be completed for all interior spaces in the Building (the "Interior Punch List Items") and a Punch List of all exterior items that remain to be completed (the "Exterior Punch List Items"). Both parties understand that completion of some exterior items such as landscaping, final paving, and other exterior improvements may not be possible until weather permits, which may be as late as 60 to 90 days after the date the Government deems the Leased Premises ready for occupancy. Lessor and the Government agree that in the event that the Interior Punch List Items have not been completed within 30 days after the date the Government deems the Leased Premises ready for occupancy, the Government shall have the right to withhold from payments of rent due a sum of money equal to one and one-half times the estimated cost of completion of the outstanding interior Punch List Items. In the event that the Lessor has not completed the Exterior Punch List Items within 90 days from the date the Government deems the Leased Premises ready for occupancy (or such shorter time as the Government determines in its reasonable judgment that weather conditions allow) the Government shall have the right to withhold from payments of rent due a sum equal to one and one-half times the estimated cost to complete the Exterior Punch List Items. Upon completion of the Interior Punch List Items, any sums retained by the Government to cover the Interior Punch List Items shall be promptly paid to the Lessor. Upon completion of the Exterior Punch List Items, any sums retained by the Government for completion of the Exterior Punch List Items shall be promptly paid to the Lessor. If either Exterior or Interior Punch List Items are not fully completed within 120 days after the date the Government deems the Leased Premises ready for occupancy, the Government may exercise its rights under Paragraph 15 of the General Clauses of the Lease and may avail itself of any other remedy available to the Government at law or in equity.
- (c) Lessor shall promptly notify the Government Contracting Officer of any inconsistency among or between any of the documents referenced herein, and the Contracting Officer shall promptly determine which shall control.

(b) (6)

8. THE GOVERNMENT AT ITS OWN EXPENSE shall be responsible for providing and installing telecommunications, computer cable, conventional furniture, systems furniture and certain special equipment prior to acceptance and occupancy of the Leased Premises. Outside contractors may be hired by the Government to perform this work. The Lessor shall allow early access to the Leased Premises as needed to inspect, measure, deliver and install such furniture, components, infrastructure and/or equipment at no cost or expense to the Government or its contractors. Lessor shall provide advance construction scheduling which shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall work closely with the Government and Government contractors to coordinate scheduling of such work or installation at the appropriate stage(s) of construction. In no event shall any such early entry or access be deemed to be an acceptance of the space or the work performed at that point, nor shall any such early entry or access be deemed to in any way to have accelerated the Commencement Date for any purpose.

9. TAX ADJUSTMENTS: Referencing Paragraphs 3.5 "Tax Adjustment" and 3.6 "Percentage of Occupancy" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 100%.

10. OPERATING COSTS: The annual operating costs for the first year will be \$184,700.00. The first year operating cost rate will be adjusted at the beginning of the second year of the lease by Supplemental Lease Agreement in order to establish the operating cost base. The Lessor will submit the invoices for the first year in order to establish an operating cost base. The operating cost adjustment will begin with the third year of the lease. The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 3.7 of the SFO.

11. OPERATING COST BASE:

SFO 7RI2012, Section 3.7, Operating Costs (Jun 1985), paragraph A., the first sentence is hereby deleted in its entirety and replaced with "Beginning with the third year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity and certain administrative expenses attributable to occupancy."

12. VACANT PREMISES: Referencing Paragraph 3.15 "Adjustment for Vacant Premises" of the SFO, provided that the Government's failure to occupy all or any portion of the Leased Premises does not result from an event of default or failure to perform on the part of Lessor which remains uncured beyond any cure period as may be provided in this Lease, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced by \$ ~~0~~ * per BUSF. Any rental paid by the Government after acceptance of the Leased Premises as described herein but prior to actual occupancy shall be less the cost for services and utilities

There will be no adjustment for rent or operating costs if the Government vacates all or any portion of the Leased Premises.

8/3/07

(b) (6)

(b) (6)

13. **OVERTIME USAGE:** Referencing Paragraph 7.3 "Overtime Usage" of the SFO, the Government shall pay the Lessor for overtime usage of heating, ventilation and air conditioning ordered in full compliance with the requirements of said Paragraph at the rate to be established by Supplemental Lease Agreement.
14. **CHANGE ORDERS:** Unless explicitly authorized in advance and in writing by the Contracting Officer, any additional supplies or services, or any change to the specifications, terms or conditions of this Lease (hereinafter a "Change Order"), shall be deemed to be an unauthorized Change in Lease Terms or unauthorized Change Order. The Government shall not pay all or any portion of the cost, charge or expense associated with any such unauthorized Change In Lease Terms or unauthorized Change Order. The Government's occupant tenant is not authorized to administer this Lease and the General Services Administration assumes no responsibility for any costs incurred by the Lessor except as provided herein. All questions and issues pertaining to this Lease shall be referred to the Contracting Officer.
15. **REPRESENTATIONS AND WARRANTIES OF LESSOR** The Lessor hereby represents and warrants:
- A. That it has the right to enter into and perform its obligations under this Lease and that it has taken all necessary action and procured all necessary consents and grants of authority pursuant to entering into this Lease.
 - B. That no consent, approval or authorization of any person, including any governmental authority or other regulatory agency, is required in connection with the execution or performance of this Lease or the holding or use of the Leased Premises by the Government.
 - C. That (i) it has, or will have prior to the Commencement Date, all permits, certificates, licenses, orders, registrations, authorizations and other approvals (collectively, the "Permits") from all federal, state and local governmental or regulatory agencies, bodies, authorities or other public or private entities which it is required to hold or which are required to be issued to it, or which are necessary or desirable for lease of the Premises to the Government for its contemplated uses; (ii) that such Permits constitute all of the Permits which it is required to hold or have received under the laws, rules and regulations applicable to it or its business; (iii) that it is in full compliance with all terms, provisions and conditions thereof; and (iv) that all of such Permits are in full force and effect and none will lapse or be terminated, suspended or otherwise adversely affected upon or by reason of the execution and delivery of this Lease.
16. **SATELLITE DISH/ANTENNA:** The Government reserves the right to install additional satellite dishes or antennae at or on the Leased Premises[Building] at any time during the term of this Lease (as the same may be extended or renewed). All rights and privileges of the Government to install, use and access satellite dishes, antennas and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to Government.
17. **NOTICES:** All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, or by regular overnight delivery service such as Federal Express,, if intended for the Lessor to Mr. Vito Scola at the address first set forth as follows:

VAS REALTY, LLC
137 APPLGATE ROAD
CRANSTON, RI 02920

and if intended for the Government, to the below-named Contracting Officer at the following address:

General Services Administration
Public Buildings Service, Leasing Division
10 Causeway Street, Suite 1075
Boston MA 02222

or to such other address as shall be given in writing by any party to the other.

18. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 1.10 & 1.11 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$1,230,364.52, calculated at \$6.27 per BOMA Office Area Square Foot, amortized over 10 years at the rate of 8.5 %.

The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement.

19. CHANGE OF OWNERSHIP: If during the term of this Lease, including extensions, title to this property is transferred to another party by sale, foreclosure, condemnation, or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:

- A. Certified copy of the deed transferring title to the property from the lessor to the new owner;
- B. Letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease;
- C. Letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
- D. New owner's full legal name. If ownership is held in a Corporation, indicate State of incorporation; if a Partnership, list all partners; if a Limited Partnership or Limited Liability Corporation/Company, list all general partners or members and identify under which State the partnership or LLC was created; if a Trust, give names of all trustees and recording date of Trust.

All foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the transferor, and the initial rental payment to the transferee, will be processed on the first day of the second month following the transfer of title.

If the notification of transfer and related information is not received until the sixteenth day of the month or later in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the transferor. In this instance, it will be the responsibility of both the transferor and the transferee to submit in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit documentation required for a transfer of title will result in a stop payment of rent until such time all documentation is received by the Contracting Officer

20. RESTRICTION ON DISSEMINATION OF PLANS, DRAWINGS AND SPECIFICATIONS: Associated plans, drawings, or specifications provided under this Lease are intended for use by the Lessor, contractors, subcontractors and suppliers. In support of this requirement, GSA requires Lessor to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, by the following means:

- A. Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- B. Making every possible reasonable and prudent effort to prevent unauthorized disclosure of this information;
- C. Keeping accurate and detailed records as to the identity of persons having access to or receiving copies of plans, drawings or specifications;
- D. Continuing the efforts required above throughout the entire term of this Lease and for what specific time thereafter as may be necessary; and
- E. When need for documents has elapsed, destroying all copies.

(b) (6)

21. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:

- A. GSA Form 3517, General Clauses
- ✓ B. GSA Form 3518, Representations and Certifications
- C. SFO 7RI2012 and Exhibits
- D. Document Security Notification

To the extent of any inconsistency between the terms of this Lease and any of the Attachments, the terms of this Lease shall govern. 8/3/07

(b) (6)

* REFERS TO SF-2 ONLY.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

VAS REALTY

(b) (6)

BY

(Signature)

MEMBER

(Title)

IN PRESENCE OF

(b) (6)

(Signature)

PRINTED NAME OF WITNESS:

Steven P DeWaz

101 Dyer Street, Suite 400
Providence RI 02903

(Address of Witness)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

(b) (6)

BY

(Signature)

Contracting Officer

(Official title)

8/3/07 8/16/07
(b) (6)

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or the full text may be found on the Internet as GSA Form 3517B at <http://www.gsa.gov/leasingform>.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."

2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
PERFORMANCE	10	552.270-17	Delivery and Condition (SEP 1999)
	11	552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
	12	552.270-19	Progressive Occupancy (SEP 1999)
	13	552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
	14	552.270-6	Maintenance of Building and Premises— Right of Entry (SEP 1999)
	15	552.270-10	Failure in Performance (SEP 1999)
	16	552.270-22	Default by Lessor During the Term (SEP 1999)
	17	552.270-7	Fire and Casualty Damage (SEP 1999)
	18	552.270-8	Compliance with Applicable Law (SEP 1999)
	19	552.270-12	Alterations (SEP 1999)
	20	552.270-29	Acceptance of Space (SEP 1999)
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over \$2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

INITIALS:

(b) (6)

STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over \$100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995)
	30	52.223-6	Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over \$100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
	33	552.270-13	Proposals for Adjustment (SEP 1999)
	34	552.270-14	Changes (SEP 1999) (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA (FEB 1996)
	36	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over \$10,000.)
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable to leases over \$10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over \$10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$10,000.)
	42	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over \$2,500.)
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$10,000.)
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) (Applicable to leases over \$25,000.)
	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
	46	52.219-8	Utilization of Small Business Concerns (OCT 2000)
	47	52.219-9	Small Business Subcontracting Plan (JAN 2002) (Applicable to leases over \$500,000.)
	48	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999) (Applicable to leases over \$500,000.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:

(b) (6)

LESSOR

GOVERNMENT

REPRESENTATIONS AND CERTIFICATIONS
(Acquisition of Leasehold Interests in Real Property)Solicitation Number
SFO NO. 7RI2012Dated *6-1-2007*
MM-DD-2007

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$17.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIAL

(b) (6)

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a)  previous contract or subcontract subject to the Equal

INITIALS: 

- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; (Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

INITIALS: (b) (6)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

INITIALS: **(b) (6)**

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) Taxpayer Id (b) (4)
 - ☒ TIN: (b) (4)
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- | | |
|-------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Sole proprietorship; | <input type="checkbox"/> Government entity (Federal, State, or local); |
| <input type="checkbox"/> Partnership; | <input type="checkbox"/> Foreign government; |
| <input type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt); | <input checked="" type="checkbox"/> Other <u>LLC</u> <u>XXXXXXXXXX</u> |

(f) Common Parent.

INITIALS: _____

LES

(b) (6)

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:

Name XXXXXXXXXX

TIN #####

9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 800340 130

11. CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active. Yes ☒ No ☐ Will register ☐ (b) (6)

AS OF 6/04/2007

(b) (6)

INITIALS:

(b) (6)

LESSOR

GOVERNMENT

<p>OFFEROR OR AUTHORIZED REPRESENTATIVE</p> <p>Vito A. Scola</p>	<p>NAME, ADDRESS (INCLUDING ZIP CODE)</p> <p>NAME VAS Realty, LLC</p> <p>STREET 137 Applegate Road</p> <p>CITY, STATE, ZIP CRANSTON RI 02920</p> <p>(b) (6)</p> <p>Signature</p>	<p>TELEPHONE NUMBER</p> <p>(b) (6)</p> <p>Date 6-1-2007</p>
--------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

INITIALS: _____

LES

(b) (6)

27

5.18.2007
One International Way
Warwick, Rhode Island

FORM B
Document Security
Notice to Prospective Bidders/Offerors

This solicitation includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this solicitation are intended for use by authorized users only. In support of this requirement, GSA requires bidders/offerors to exercise reasonable care when handling documents relating to SBU building information per the solicitation.

Reasonable Care:

1. Limiting dissemination to authorized users. Dissemination of information shall only be made upon determination that the recipient is *authorized to receive it*. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the contractor deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair contractors and equipment service contractors.

Note: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

(a) **A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business.** The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; **and**

(b) **Verification of a valid DUNS Number** against the company name listed on the business license or certification. Verification may be obtained via:

Dun & Bradstreet Website: <http://www.dnb.com>

OR

By calling Dun & Bradstreet at 1-888-546-0024

(c) **A Valid IRS Tax ID Number** of the company requesting the information; **and, as necessary,**

(b) (6)

- (d) **A Valid picture state driver's license** shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

2. **Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

3. **Term of Effectiveness.** The efforts required above shall continue throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

4. **Written agreement of disposal.** For all contracts using SBU building information, the contractor shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of Release of Claims to obtain final payment. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.

x Signature: **(b) (6)** VISA SUELA

Title: C.E.O.

Date: 6/16/2007

Copy of business license attached

DUNS Number: 800340130

Verified: Yes / No

IRS Tax ID Number

(b) (4)

(b) (6)

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION
FOR
U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)
IN
PROVIDENCE, RI

NAME: Steven M. Smith
TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

SFO NO.7RI2012

04/23/2007

INITIALS:

(b) (6)

1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (SEP 2000)

A. The Government is interested in leasing approximately 26590 rentable square feet of space. The rentable space shall yield a minimum of 20,106 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 23,122 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).

B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.

C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:

D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2. AREA OF CONSIDERATION

Within the State of Rhode Island, in the area bounded as follows:

North - By a line running east/west through Cumberland Hill

South - By a line running east/west through East Greenwich

East - By a line running north/south through Barrington

West - By a line running north/south through Greenville

1.3. LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2000)

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.

2. Parking.

a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 787 rentable square feet of Government-demised area, or not less than 23 on site surface or covered spaces.

3. Location Amenities.

a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within 5 miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 5 miles.

B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.

2. Parking.

a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 787 rentable square feet of Government-demised area, or not less than 23 on site surface or covered spaces.

3. Location Amenities.

a. Adequate eating facilities shall be located within 5 miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 5 miles.

1.4. UNIQUE REQUIREMENTS

1.5. LEASE TERM (SEP 2000)

The lease term is for 10 years. The Government may terminate this lease after 5 years on 60 days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.6. OFFER DUE DATE

Offers are due by 06/8/2007 and shall remain open until accepted.

1.7. OCCUPANCY DATE (SEP 2000)

Occupancy is required 12/31/2007

1.8. HOW TO OFFER (JUL 2006)

A. Offers shall be submitted to the Contracting Officer at:

Steven M. Smith

O'Neill FB

10th Floor Room 1075

10 Causeway St

Boston MA 02222

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO

2. SFO Attachments: See 11.0 Appendix, and the following:

a. GSA Form 1364 Attachment #1 – Lease Rate Structure

b. Attachment #2 – Certificate of Seismic Compliance New Building

c. Attachment #3 – Pre Lease Building Security Plan Addendum Number 4

3. GSA Form 1364, Proposal to Lease Space.

4. GSA Form 1217, Lessor's Annual Cost Statement.

a. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between LESSOR AND the GSA Tenant Representative broker (expressed in either % or \$).

5. GSA Form 3517, General Clauses.

6. GSA Form 3518, Representatives and Certifications.

7. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.

a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within _____ days.

b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.

c. The Government will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.

8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.

11. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

(b) (6)

12. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.

13. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217 (July 94).

C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.

D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), Restriction on Disclosure and Use of Data.

E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Rate structure required from subparagraph B shall include the following:

a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.

b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.

d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building buildout. The Tenant Improvement Allowance shall be \$42.13 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvement Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.

e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in subparagraphs a, b, and d for the lease.

f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

1.9. BUILDING SHELL REQUIREMENTS (FEB 2007)

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.

2. Accessibility Requirements. Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. Ceilings. A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

4. Doors. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

5. Partitions. Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

6. Flooring. All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

7. Plumbing. The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

8. HVAC. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

9. Electrical. Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.

10. Lighting. Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

11. Safety and Environmental Management. Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.

12. Telephone Rooms. Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. All of the above improvements are described in more detail hereinafter in this SFO.

1.10. TENANT IMPROVEMENTS (SEP 2000)

A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.

B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.

1.11. TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.12. NEGOTIATIONS (MAY 2005)

A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. The Government will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.

C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final Offer").

1.13. PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.

D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to the Government's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.

6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.14. AWARD (JAN 1997)

A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by the Government which reflects the proposed agreement of the parties.

B. The proposed lease shall consist of:

1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
2. required clauses,
3. required certifications and representations,
4. the pertinent provisions of the offer, and
5. the pertinent provisions of the SFO.

C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

2.0 AWARD FACTORS

2.1. SEISMIC SAFETY (FEB 2007)

A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE ¹	Model Building Seismic Design Provisions		
	BOCA ^{1s}	SBCCI ^{1s}	UBC ^{1s}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- 1 Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- 2 Buildings on hillside sites shall not be considered Benchmark Buildings.
- 3 Flat Slab Buildings shall not be considered Benchmark Buildings.
- 4 Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- 5 URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- 6 Refers to the UBCB Section of the UBC.
- 1s Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- * No Benchmark year; building shall be evaluated using FEMA-310.
- ** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
 SBCCI Southern Building Code Congress International, *Standard Building Code*.
 UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:

- i. The leased space is less than 10,000 square feet AND
- ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.

5. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

2.2. AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

(b) (6)

3.0 MISCELLANEOUS

3.1. UNIT COSTS FOR ADJUSTMENTS

A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by the Government, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. The cost per linear foot of office subdividing ceiling-high partitioning.
2. The cost per floor-mounted duplex electrical outlet.
3. The cost per wall-mounted duplex electrical outlet.
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per dedicated clean electrical computer receptacle.
7. The cost per floor-mounted telephone outlet.
8. The cost per wall-mounted telephone outlet.
9. The cost per interior door.
10. na
11. na
12. na

3.2. SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, Prompt Payment (Deviation FAR 52.232-25), and 552.232-70, Invoice Requirements, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

B. Orders may be placed by the 1) Contracting Officer, 2) The Government Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3. TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000)

A. The Lessor is required to provide cost or pricing data in conjunction with the Tenant Improvements as specified by the Government in GSA Form 3517, General Clauses.

B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural engineering fees, permits, and regulatory fees for all Tenant Improvements.
 - a. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
2. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
3. No building shell items shall be included in the competitive proposal.
4. A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
6. The Government shall be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.

8. The Lessor shall complete the competition and the cost proposal process in 10 working days or less from the date of issuance of completed construction documents. This will be considered the first 10 working days of the 14 days allotted to "Review of Working/construction Drawings." Refer to the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

3.4. ALTERNATE PROPOSALS

A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

1. itemized costs for lump sum payment not to be included in the rental rate and
2. a rental rate which includes the costs of these items.

B. The Offeror shall provide costs for both methods of evaluation on GSA 1364, Proposal to Lease Space, in order to be considered for award. The Government may elect the option it deems most favorable.

3.5. TAX ADJUSTMENT (SEP 2000)

A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.

B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12 month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.

C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.

D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, Prompt Payment) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.

E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.

1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY. The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.

2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 100% percent based upon an occupancy of 27,928 rentable square feet in a building of 30,000 gross rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking area(s) occupied under this lease are Plot 276 Lot 9.

G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.6. PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.7. OPERATING COSTS (JUN 1985)

A. Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.

B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12 month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.

C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.

E. The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the GSA Form 1364, Proposal to Lease Space, contained elsewhere in this solicitation.

3.8. OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.9. RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.10. ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.11. COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.12. APPURTENANT AREAS

- The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.13. LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$400.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

3.14. VENDING FACILITIES (SEP 2000)

A. Approximately 0 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist

3.15. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated

3.16. RELOCATION ASSISTANCE ACT (MAR 2002)

A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. Offerors shall incorporate the cost of such assistance into their shell rental rate.

C. The successful Offeror shall give the Government the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.17. CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings; 4) the Government's review of the working/construction drawings; 5) Tenant Improvement (TI) bid submittal/negotiation/Notice to Proceed process 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, at the Lessor's expense, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within 30 working days from award.

2. Review. The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 14 working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 7 working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings by the Government, the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 calendar days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. DESIGN INTENT DRAWINGS:

The Government shall prepare and provide to the Lessor the Government's approved design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due to the Lessor within 30 working days from award.

D. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 30 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.

E. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within 14 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have 7 working days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review. Upon complete Government review for conformance of the working/construction drawings to the design intent drawings, and upon completion of the TI negotiation process outlined under the paragraph entitled "Tenant Improvements Prior to the Government's Initial Acceptance of Space," A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR, and the Lessor shall obtain the necessary permits and shall commence construction of the space. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

F. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 120 working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. ACCEPTANCE OF SPACE:

5 days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 5 working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy

H. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original schedule as indicated in per SF-2.

I. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

4.0 GENERAL ARCHITECTURE

4.1. QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

4.2. CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. ceiling grid and tile;
2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
3. duct work and HVAC equipment;
4. wiring and electrical equipment;
5. aluminum and/or steel doors and frames;
6. hardware;
7. drywall;
8. steel studs;
9. carpet, carpet backing, and carpet padding;
10. wood;
11. insulation;
12. cardboard packaging;
13. pallets;
14. windows and glazing materials;
15. all miscellaneous metals (as in steel support frames for filing equipment); and
16. all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3. EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4. INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.

B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5. WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6. BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to the Government a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7. SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8. FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1' 0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

4.9. CAD AS-BUILT FLOOR PLANS (SEP 2000)

Computer Aided Design (CAD) files of as built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3 1/2 inch double sided, high density diskettes, or, if approved by the Contracting Officer, on CD ROM or QIC (1/4 inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on the Government equipment, if requested by the Contracting Officer.

4.10. FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.11. EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.12. WINDOWS (SEP 2000)

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.13. ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

4.14. LANDSCAPING (SEP 2000)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. employing practices which avoid or minimize the need for fertilizers and pesticides;
2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

D. The Contracting Officer shall approve the landscaping to be provided.

5.0. ARCHITECTURAL FINISHES

5.1. RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.

B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:

1. the cost of the recommended product is unreasonable;
2. inadequate competition exists;
3. items are not available within a reasonable period of time; and
4. items do not meet the SFO's performance standards.

5.2. ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.

B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:

1. contain recycled material, are biobased, or have other positive environmental attributes;
2. minimize the consumption of resources, energy, or water;
3. prevent the creation of solid waste, air pollution, or water pollution; and
4. promote the use of non-toxic substances and avoid toxic materials or processes

5.3. LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

A. All building finishes shall be for first class, modern space.

B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 3 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 5 working days of the request for such by the Contracting Officer. The color boards shall be approved by the Government prior to installation. Upon review with the Tenant Agency(ies), a selection of ONE color board shall be made within 5 working days, and unless otherwise specified prior to lease award, the Offeror may assume that ONE color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

5.4. WOOD PRODUCTS (SEP 2000)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.5. ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.6. INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7. CEILINGS (SEP 2000)

- A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. Restrooms. Plaster or pointed and taped gypsum board.
 - 2. Offices and Conference Rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. Corridors and Eating/Galley Areas. Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.8. WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

- 1. Physical Requirements.
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
- 2. Replacement. All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

- 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

C. SAMPLES:

The Lessor shall provide at least 3 samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.9. PAINTING (SEP 2000)

A. BUILDING SHELL:

- 1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
- 2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by the Government for painting shall be newly finished in colors acceptable to the Government.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.10. DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11. DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.12. DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.13. DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.14. DOORS: HARDWARE (NOV 2005)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

(b) (6)

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted) and silencers. All door entrances leading into the Government demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5 pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

B. TENANT IMPROVEMENT INFORMATION:

5.15. DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.16. PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.17. PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, Life Safety Code.

5.18. PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.19. FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:

- a. backing or underlayment is exposed;
- b. there are noticeable variations in surface color or texture; or

c. tears and tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:

a. it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.

3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

F. SAMPLES:

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of 3 different color samples of each type of floor covering. The sample and color shall be approved by the Government prior to installation. No substitutes may be made by the Lessor after sample selection.

5.20. CARPET: BROADLOOM (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

1. **Pile Yarn Content.** Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends.

2. **Environmental Requirements.** The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.

3. **Carpet Pile Construction.** Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.

4. **Pile Weight.** Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.

5. **Secondary Back.** The secondary back shall be jute or synthetic fiber for glue-down installation.

6. **Density.** The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.

7. **Pile Height.** The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.21. CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:

1. **Pile Yarn Content.** Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), or soil-hiding nylon.

2. **Environmental Requirements.** The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.

3. **Carpet Pile Construction.** Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.

4. **Pile Weight.** Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.

5. **Secondary Back.** The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.

6. **Total Weight.** Total weight shall be a minimum of 130 ounces per square yard.

7. **Density.** The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.

(b) (6)

8. Pile Height. The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. Static Buildup. Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. Carpet Construction. Carpet construction shall be a minimum of 64 tufts per square inch.

5.22. ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. Reverberation Control. Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. Noise Isolation. Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. Testing.
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.23. WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. Draperies. If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2- inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.
3. Samples. A minimum of 3 patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.24. BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.25. FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by the Government.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2. ENERGY COST SAVINGS (SEP 2000)

A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3. DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4. TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5. TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.

NUMBER OF MEN/WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

2. Refer to the schedule separately for each sex.

3. For new installations:

- Water closets shall not use more than 1.6 gallons per flush.
- Urinals shall not use more than 1.0 gallons per flush.
- Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6. JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7. HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

- Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government Field Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- Equipment Performance. Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
- HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - no permanent diffusers are used;
 - no plenum-type return air system is employed;
 - the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulate.

8. Insulation. All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

1. Zone Control. Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8. VENTILATION (SEP 2000)

A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.

C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10. ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11. ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12. ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13. TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 - b. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - c. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - d. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.14. TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.15. DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type cable trays to insure that Government provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30 foot, 0 inch horizontal distance of any single drop.

6.16. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

(b) (6)

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.

2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.17. ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18. ELEVATORS (FEB 2007)

A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/ASME A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, Inspectors' Manual for Elevators. All elevators shall meet ABAAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.19. LIGHTING: INTERIOR AND PARKING (FEB 2007)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

a. Modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient to ensure safety, in non-working areas. Except as otherwise directed by the Contracting Officer, all lighting shall be controlled by the Building Manager. When the space is not in use by the Government, interior and exterior lighting for security purposes, shall be turned off.

(b) (6)

b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.

c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.

e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2. NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 9:00 a.m. to 5:00 p.m. except Saturdays, Sundays, and federal holidays.

7.3. OVERTIME USAGE (JAN 1997)

A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

B. Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

7.4. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5. BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.6. JANITORIAL SERVICES (SEP 2000)

A. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

7.7. SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.8. LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9. FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10. MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government Field Office Manager or a designated representative.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1. CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

8.2. FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Offered space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.3. AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems.

E. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, Installation of Sprinkler Systems. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4. FIRE ALARM SYSTEM (MAY 2005)

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.

B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, National Fire Alarm Code. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

8.5. OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6. ASBESTOS (SEP 2000)

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

B. Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

8.7. INDOOR AIR QUALITY (SEP 2000)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the Government indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8. RADON IN AIR (SEP 2000)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 pCi/l. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed.

8.9. RADON IN WATER (SEP 2000)

A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10. HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11. RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, "Compliance with Applicable Law." In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12. OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

9.0 LEASE SECURITY STANDARDS

9.1. GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, Lighting: Interior and Parking, and Doors: Hardware as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

9.2. DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

9.3. ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

9.4. EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

9.5. MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

9.6. ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information - including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures - shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

9.7. POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

9.8. DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

9.9. EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

9.10. BUILDING SECURITY PLAN (NOV 2005)

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

9.11. ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

9.12. BACKGROUND SECURITY CHECKS (NOV 2005)

Background Security Checks for Contract Service Personnel:

- A. The Government will conduct background checks on contractors with routine access to Government leased space.
- B. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.
- C. The Contracting Officer will furnish the Lessor with Form FD 258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.
- D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD 258 and Form 176 for every employee covered by this paragraph on a 3 year basis.

9.13. ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)

- A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises.
- B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

9.14. ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.

9.15. ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)

Magnetometers and X-ray machines are required at public entrances and will be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.

9.16. ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005)

All mail and packages entering the building will be subject to x-ray screening or visual inspection by armed security guards provided by the Government. Appropriate space shall be made available for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment.

9.17. ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)

When the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes.

9.18. ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

9.19. ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.

9.20. ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.

9.21. ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)

The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.

9.22. OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)

The Government requires acceptable Government-issued photo ID for all building occupants upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary.

9.23. OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)

A. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. Public entrances and lobby space shall be made available for visitor control and screening equipment.

B. Visitor control and screening is required throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening.

9.24. SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)

A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall either relocate, extend, or secure intakes as described below:

1. Outdoor air intakes shall be relocated. The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.

2. Outdoor air intakes shall be extended. If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.

3. A security zone around outdoor air intakes shall be established. When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

9.25. SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005)

To prevent widespread dispersion of a contaminant released within lobbies, mailrooms, and loading docks, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. Any re-engineering of HVAC systems shall be estimated and costs identified to the Contracting Officer before beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling.

9.26. SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessors building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

9.27. SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

9.28. PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:

The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.

B. Accessibility to Official Government Vehicles:

Public accessibility to official Government vehicles shall be limited through fencing or other means.

C. Identification of Parking Areas:

Government parking areas or spaces shall be assigned and marked as "reserved."

D. Inspection of Parking Areas:

The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.

E. Post Signs and Arrange for Towing of Unauthorized Vehicles: TENANT IMPROVEMENT

Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected.

F. ID System and Procedures for Authorized Parking: TENANT IMPROVEMENT

An ID system for authorized parking shall be provided by the Lessor, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.).

9.29. CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)

The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

9.30. CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)

When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.

9.31. SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)

A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings.

9.32. TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

(b) (6)

10.0 SPECIAL REQUIREMENTS FOR U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

10.1. TI ALLOWANCE FOR U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

The TI Allowance is \$42.13

10.2. SQUARE FEET REQUIREMENTS FOR U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

The rentable square feet requested is 26,590 sq ft.

The maximum square feet requested is 23,122 sq ft.

The minimum square feet requested is 20,106 sq ft.

10.3. PARKING SPACES REQUIREMENT FOR U.S. IMMIGRATION & CUSTOMS ENFORCEMENT (ICE)

The parking requirements are as follows:

Requested structured parking square feet: 23

Requested surface parking square feet: 23, if not available in a structure

Requested total on site parking is 23 spaces

11.0 APPENDIX

FORM B - SENSITIVE BUT UNCLASSIFIED DOCUMENT NOTICE TO PROSPECTIVE BIDDERS OR OFFERORS.DOC
FORM 1217 LESSOR ANNUAL COST.DOC
FLS PRELEASE CHECKLIST (LOW RISE).DOC
SEISMIC CERTIFICATION - NEW BUILDING.DOC
PRE-LEASE BUILDING SECURITY PLAN.DOC
FORM 3517B GENERAL CLAUSES.DOC
FORM 3518 REPRESENTATIONS & CERTIFICATIONS.DOC
FORM 3516A SOLICITATION PROVISIONS.DOC
FORM 1364 PROPOSAL TO LEASE SPACE.DOC
SPECIAL REQUIREMENTS ATTACHMENT.DOC, Attachments 1 through 5

SPACE LOCATION DESCRIPTION FOR
IMMIGRATION AND CUSTOMS ENFORCEMENT
DETENTION AND REMOVAL OFFICE
AND
OFFICE OF INVESTIGATION
PROVIDENCE, RHODE ISLAND

PRIMARY OFFICE SPACE**TOTAL 3,945 SF**

(Includes 1095 SF Circulation Space)

Private offices, semi-private office, and open spaces are to meet General Services Administration (GSA) standard requirement for painted walls, carpet, and lighting. In addition, primary office shall include building standard solid core wood or hollow core metal doors with metal door frames of equal strength as that of the door, standard key locking devices with cylinder locks, cores and hardware unless otherwise specified. Keyed locks shall be keyed separate from the building master key system. All electrical outlets are to meet National Electrical Code (NEC) commercial grade requirements for 20-amp circuit unless otherwise specified. A minimum Sound Transmission Coefficient of 40 (STC-40) is required in partitioning, ceilings, doors and penetrations, unless otherwise noted. Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general use.

OFFICE SUPPORT SPACE**TOTAL 15,742 SF**

(Includes 3,253 SF Circulation Space)

The following areas are to meet General Services Administration (GSA) standard requirement for painted walls, carpet, lighting, and building standard solid core wood or hollow core metal doors with metal door frames unless otherwise noted in requirements for specified areas. All electrical outlets are to meet National Electrical Code (NEC) commercial grade requirements for 20-amp circuit unless otherwise specified. A minimum Sound Transmission Coefficient of 40 (STC-40) is required unless otherwise noted in requirements for specified areas. Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general use.

RECEPTION, ADMINISTRATIVE**TOTAL 112 SF**

(Common Function Space # 1)

Used for receiving visitors into the individual program area of the District Office or Sub-office.

Adjacency will be next to primary office space.

Gypsum board will run floor to ceiling and painted to GSA standard requirements. Ceiling shall consist of acoustical mineral fiber panels laid in grid. Flooring shall be GSA standard grade 36-oz carpet requirements.

A twelve (12) square foot pass through window with speaker disk shall be installed. An eight (8) inch plastic laminate shelf shall be installed below the pass-through on each side. The height of the base of the glass portion of the windows and shelf shall meet the American with Disabilities Act (ADA) requirements.

The door connecting the reception room with the adjacent ICE space shall be a solid core wood door with pneumatic closure and electric strike plate mounted in a hollow metal frame. The door

hardware is to be remote controlled electronic lock with a push button release between secretary and reception. Doorstops, closure, and silencers shall be included.

Both the entry door and the connecting door require automatic closures, silencers, and stops.

Furnish and install one (1) doorbell near the main office entry door or near the transaction window. Install a chime in the main office area that will sound when the doorbell is depressed. The exact location of the chime will be determined at the time of layout of the local office.

A minimum Sound Transmission Coefficient of 40 (STC-40) is required in the secure reception area.

Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general areas.

Heat and smoke sensing devices will be tied into the building's fire alarm system.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

COPIER / STORAGE

TOTAL 405 SF

(Common Function Space # 3)

Copy room is required for photocopier, facsimile machines, shredders, and the storage of paper, toner cartridges, and recycling bins. Copy room may be either enclosed or open space depending on the user.

The copier room consists of ceiling high gypsum board partitions painted to GSA standard requirements. Partitions, ceiling, doors, and penetrations shall meet Sound Transmission Coefficient of 40 (STC-40) or better. The floor covering shall be standard grade vinyl composition tile. The ceiling shall consist of acoustical mineral fiber panels laid in grid.

All doors entering the conference/training area shall be solid core wood doors installed in hollow metal frames. Door hardware includes; doorstops, closures, silencers, and standard commercial grade mortised lockset that complies with ADA requirements.

This is a multi-use area for placement of; copier, facsimile, paper shredder, and any other office machine that needs to be centrally located for general use by ICE personnel. At least one (1) 220V, 20-amp dedicated outlet will be needed for the copier. The exact number of additional outlets needed for these pieces of equipment shall be determined during layout design.

Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general areas.

STORAGE

TOTAL 2,658 SF

(Common Function Space # 4)

Determine types and quantities of filing equipment, and multiply the appropriate square footage allowance by the number of items, and then add twenty-percent (20%) for future growth.

The following list is the number of requested storage units for this project:

Bookcases, 36-inch width	33
File cases, vertical	77
File cases, lateral	33
Safe	03
Storage Cabinet	04

File room/areas should be placed near the building's core or in a location that will not require extra floor supports. If necessary, create two separate filing room/areas to accommodate the floor loading and eliminate the file concentration. The floor must be capable of supporting a minimum live load of 150-pounds per square-foot where storage components are being used.

COMMON REQUIREMENTS FOR SECURE AREAS

Where required, internal hard-line wall construction shall be necessary to segregate restricted areas such, but not limited to, secure vestibules, walls separating other tenants, corridors, and entrances to restrict access. Wall construction will be dependent upon the security survey's threat level associated with the facility.

Interior slab-to-slab construction may consist of gypsum board or concrete wall types. Gypsum board slab-to-slab walls may be single or double layer gypsum board. Slab-to-slab walls may also be constructed of an inner layer of 9-gauge expanded metal with gypsum board finish surface. Concrete wall types used for security construction may be concrete masonry units (CMU), concrete filled CMU, formed concrete with or without reinforcement.

Expanded metal may be used in place of solid building materials in a plenum air return ceiling. If it is not practical or feasible, such as in a classified file or hold room, for the ceiling to extend to the true ceiling slab, the finish ceiling will be constructed equal to the walls.

All windows that are barriers to public space will be installed in slab-to-slab partition and Either be non-movable (fixed pane) or have locking devices. Windows must meet ASTM F 1233.93 Class III, or latest edition, for force entry protection.

Any security door requiring a lock shall be 13/4-inch thick, solid core wood or 16-gauge hollow metal, and have a pneumatic door closure. The access door shall have non-removable hinge pins or locking pins on the edge of the door that lock into the frame of out swinging doors. A control portal lock; a mechanical push button, electronic stand-alone, or card reader access control portal lock shall provide access to this security door.

All questions regarding; slab-to-slab wall construction, access to secure areas, or Intrusion Detective Systems (IDS) or devices shall be referred to Federal Protective Service Regional Security Officer.

SUPPLY ROOM

TOTAL 140 SF

(Common Function Space # 5)

Required for the storage and distribution of supplies used in the daily operation of the office.

This room shall be constructed to meet GSA office standards. Wall shall be slab-to-slab or some other method of securing space. Floor covering shall be standard grade, vinyl composition tile. Ceiling shall consist of acoustical mineral fiber panels laid in grid. Solid core wood door or double wide hollow core metal doors with flush bolts top and bottom with pneumatic closure shall be used. Door hardware shall be commercial grade mortised lockset. Doorstops, closures, and silencers shall be included.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

Furniture and racking installed in this space shall be freestanding with quality and quantities decided at furniture layout.

SUPPORT WORKSTATION

TOTAL 350 SF

(Common Function Space # 6)

A shared workstation used for a variety of equipment, such as fax and printers, etc. Can be used as a temporary workstation for personnel or in areas such as Law Library, file rooms, etc.

The support workstation is usually included as part of the office system furniture at most locations. When used as a stand-alone office this space shall be enclosed by ceiling high partitions. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-40) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels. Gypsum board will run floor to ceiling and painted to GSA standard requirements. Solid core wood door with commercial grade, single lever action passage set hardware. Doorstops, closers, and silencers shall be included.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

COMPUTER STORAGE

TOTAL 280 SF

(Common Function Space # 7)

Required space for storage of computer equipment (diskettes, computer paper, printer ribbons, toner cartridges, and spare computer peripherals).

Wall construction shall be slab-to-slab with expanded metal interlayer or some other method of securing space. Floor covering shall be standard grade, vinyl composition tile. Ceiling shall consist of acoustical mineral fiber panels laid in grid. Solid core wood door with pneumatic door closure set in hollow metal frame. Door hardware shall be mechanical, stand-alone electronic or card reader access control lock. Doorstops, closure, and silencers shall be included.

Government provided furniture in this space shall be freestanding with quality and quantities decided at layout.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

A-FILES

TOTAL 238 SF

(Common Function Space # 9)

Required for records and information, litigation filing room.

Wall construction shall be slab-to-slab with finish per GSA standards. Floor covering shall be standard grade, vinyl composition tile, and floor must support a minimum of 150-pounds/square feet of floor load. Sound Transmission Coefficient (STC) of 45 specifications shall extend to the finish ceiling unless noted otherwise in these requirements. Ceiling shall consist of acoustical mineral fiber panels laid in grid, with minimum ceiling clearance of nine-feet. Solid core wood door with pneumatic door closure set in hollow metal frame. Door hardware shall be mortised lockset, commercial grade. Doorstops, closure, and silencers shall be included as required.

Government provided furniture in this space shall be freestanding with quality and quantities decided at layout.

PUBLIC WAITING ROOM

TOTAL 300 SF

(Common Function Space # 10)

Space required for public waiting on services.

Ceiling high partitions with semi-rigid vinyl/acrylic alloy wall covering shall enclose this space. Floor covering shall be standard grade, vinyl composition tile. Ceiling shall consist of acoustical mineral fiber material in grid panels. Separately zoned HVAC with supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space.

Government provided cable television antenna jacks (if cable is available). Dimmer switch for fluorescent lighting and eyeball incandescent lighting on shall be on separate switches. Public Announcement System with loud speakers.

Doors entering the waiting room will be glass store front doors with aluminum frames. Door hardware shall be standard commercial grade mortised locksets with flush bolt at inactive leaf on the top and bottom. Push/Pull, closures, and silencers shall be included.

Blocking in walls shall be installed to accommodate Government provided marker board, and projection screen. Chair rails shall be installed on walls.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

TECHNICAL EQUIPMENT ROOM

TOTAL 960 SF

(Common Function Space # 19)

Walls shall be slab-to-slab or other secure method with finish per GSA standards. Floor covering shall be standard grade vinyl composition tile. Ceiling shall consist of acoustical mineral fiber material in grid panels. These rooms, partitions, ceiling, door, and penetrations, etc. shall meet a minimum sound coefficient of 40 (STC 40).

The lock for the solid core wood door shall be mechanical push button, electronic stand-alone or card reader access control portal lock. Doors shall be hollow metal with pneumatic closer and set in hollow metal frame. Doorstops, closers, and silencers shall be included.

Government shall furnish and install a workbench measuring approximately 72 inches long by 30 inches deep by 32 inches high as a minimum. Furnish and install 72-inch multi-outlet assembly with ten electrical outlets spaced on 6-inch centers above the bench on a dedicated 110v, 20amp electrical circuit as a minimum. Workbench area shall be supplied with overhead, recessed fluorescent lighting to provide at least 50-foot candles at task level. This room shall be wired to the perimeter alarm system. Additional freestanding furniture as indicated on floor plans at furniture layout.

Lighting shall 50 foot-candles for work surfaces and 30 foot-candles for general use.

PROPERTY STORAGE (DETAINEE)

TOTAL 48 SF

(Common Function Space # 20)

Used for storage of detainee personal property.

Construction is typical and common requirements for secured areas.

Ceiling high partitions painted to standard GSA requirements shall enclose this room. Adjacency shall be next to Alien Processing room.

All walls separating the secure Alien Property Storage room from any adjacent space and any neighboring office space shall be slab-to-slab partitions with 9-gauge diamond mesh (1 ½ inches by 2 ½ inches maximum) expanded metal securely fastened to the studs. Gypsum board will run floor to ceiling and painted to GSA standards. Floor covering shall be standard grade composition vinyl tile. Ceiling shall consist of acoustical mineral fiber panels laid in grid.

Furnish and install metal storage shelving units along two walls. Lockable open wire mesh baskets of dimensions to fit shelving height and depth shall be provided.

The lock for the solid core wood door shall be mechanical push button, electronic stand-alone, or card reader access control portal lock.

MULTIPURPOSE ROOM

TOTAL 720 SF

(Common Function Space # 21)

Used by the Investigations Division for planning large apprehensions of illegal aliens, alien smuggling rings, etc. Also used by the Detention and Removal department for planning and training. Multipurpose Enforcement Room should be adjacent to Investigations and Detention. If possible, Investigation and Detention are to be located on same floor with the Multipurpose Enforcement Room between them.

Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels. Separately zoned HVAC with thermostat, supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space.

Provide cable television antenna jacks (if cable is available) and telephone / data outlets per direction of ICE at time of layout. Install ceiling speakers for AV system. Exact quantity of speakers, locations, and AV system equipment shall be determined during layout design.

All doors entering the conference / training area shall be solid core wood doors with pneumatic door closure and installed in hollow metal frames. Door hardware shall be mechanical pushbutton, electronic stand alone or card reader access control portal lock. Doorstops, closures, and silencers shall be included.

Blocking in walls shall be installed to accommodate Government provided marker board, and projection screen. Chair rails shall be installed on walls.
Separately zoned HVAC with thermostat.

Stu-III equipment dedicated phone/fax line.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

RECEPTION

TOTAL 700 SF

(Common Function Space # 22)

This space shall be enclosed by ceiling high partitions. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels.

AV system equipment shall be determined during layout design to include A-phone. A 12-square foot (min) document pass through window with 8-inch plastic laminate shelf on each side.

All doors entering the reception area shall be solid core wood doors installed in hollow metal frames. Door hardware shall be Electronic Lock with Pushbutton. Doorstops, closures, and silencers shall be included as required.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

INTERVIEW / TELECONFERENCE ROOM

TOTAL 975 SF

(Common Function Space # 24)

The doors leading from the Interview / Teleconference Room into ICE office space shall be solid core wood doors with metal frames and non-removable (e.g. welded) steel hinge pins. The locks shall be lever operated, passage locks. Install sidelight adjacent to door constructed of up to twenty (20) square feet of quarter-inch (1/4) tempered glass installed in two-inch stainless metal frame with welded corners. Sidelight to include adjustable window blinds.

Ceiling high partitions, painted to GSA standard shall enclose these rooms; the partitions, ceiling, doors, and penetrations shall meet Sound Transmission Coefficient of 45 (STC-45) or better. The flooring shall be GSA standard grade 26-oz carpet requirements.

Adequate power drops for consensual monitoring equipment, including appropriate number of outlets (minimum of two (2) duplex outlets) for teleconferencing equipment is required. Telephone jacks are required.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

PHYSICAL FITNESS ROOM

TOTAL 360 SF

(Common Function Space # 26)

Joint use space required for training.

Ceiling high partitions, painted to GSA specifications, shall enclose this space. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels. Separately zoned HVAC with supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space.

Doors shall be solid core wood doors installed in hollow metal frames. Door hardware shall be Keyless entry, doorstops, closures, and silencers shall be included as specified or required.

Furniture and equipment installed in this space shall be freestanding with quality and quantities decided at furniture layout.

MAIL ROOM

TOTAL 112 SF

(Common Function Space # 27)

Mail Room is used for collection and distribution of mail throughout the office.

This room shall be constructed to meet GSA office standards. Walls shall be 9-gauge expanded metal mesh, slab-to-slab with gypsum board installed over mesh. Partition, ceiling, doors, and penetrations shall meet a Sound Transmission Coefficient of 45 (STC-45) or better. The door shall be a Dutch door when using a dedicated mailroom staff. The Dutch door will have a shelf attached to the lower portion of the door and flush mounted dead bolt hardware affixed to upper half of door. A solid core wood door with pneumatic closure shall be used when mail/copy room combination is being used. A control portal lock; a mechanical push button, electronic stand-alone, or card reader access control portal lock shall provide access to this security door. Doorstops, pneumatic closure, and silencers shall be included. The ceiling shall consist of acoustical mineral fiber panels laid in grid.

Mailroom security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general areas.

Furniture is to be provided by the Government.

Furnish and install the first countertop at sitting height, about twenty-eight (28) inches above the finish floor. The countertop shall be covered with plastic laminate, measuring approximately ten (10) linear feet in length and twenty-four (24) inches wide, along one wall.

Furnish and install a second countertop, thirty-eight (38) inches above the finish floor. The countertop shall be covered with plastic laminate, measuring approximately five (5) to six (6) linear feet in length and twenty-four (24) inches wide, along one wall for mail sorting. Electrical outlets shall be installed above this countertop to supply power to; a postage meter, a postal scale, and other office equipment. Additional mailroom furniture will be addressed at furniture layout.

PHOTO/ID/PROCESSING

TOTAL 860 SF

(Common Function Space # 29)

Used for searching, fingerprinting, and processing apprehended illegal aliens before they are placed in a Hold Room. It must be adjacent to the hold rooms, Detention and Deportation Unit, and Investigations Unit and separate secured access away from public areas.

Construction is typical for hold room specifications (Appendix D) with adjacency next to hold rooms. Refer to Appendix D for correct construction for existing facility condition. Floor covering shall be standard grade composition vinyl tile. This room shall house the ICE fingerprinting area.

Ceilings shall meet hold room standards and be constructed of 14-gauge steel plates with internal stiffeners or metal pan, fire rated, sound deadened, vandal proof factory proof. Where ducts, registers, and other openings greater than 96 sq inches penetrate the secure area, they shall be

equipped with a screen constructed of 9-gauge expanded steel mesh securely bolted or riveted to the sides of the openings.

Door frames shall be fabricated from 14 gauge welded steel and have an integral stop and trim. All corners shall be mitered and welded. Fabricate with concealed stiffeners, reinforcement, and edge channels. All exposed fasteners shall have countersunk, vandal-proof heads. Provide three silencers on strike jamb of the frame. Locate three wall anchors per jamb at hinge and strike levels. Grout frame solid.

Doors shall be detention hollow metal 2 inches thick in flush panel design. It shall be mortised, reinforced, drilled, and tapped to receive mortise hardware. Doors shall be 14 gauge steel, mitered, reinforced with channels face-welded, and ground smooth at the corners. Provide institutional, full mortised hinges, with tamper-resistant fasteners and non-removable pins. Provide floor stops where wall mounting is not available. Door vision panel shall be polycarbonate laminate, glass-clad polycarbonate, or all-glass laminate, as approved. Either square centered 4'-10" AFF. Glazing stop on door shall be secured with tamper-resistant screws. Door swing shall be out.

Detention hardware is required. Lock shall be detention dead latch, heavy duty, jamb mounted with mogul key on one side. Deadlocks in both locked and unlocked position. Include lock mounting plates, escutcheons, and mortise strike with cover. The 1/8-inch removable steel cover plate over the lock cutout shall be surface-mounted with security screws. At specific locations, detention officials may request similar locks keyed both sides; electric locks with key override, or other features. No closers or self-closing hinges on processing room doors. Closers are required on doors to a secure perimeter.

Heat and smoke sensing devices will be tied into the building's fire alarm system.

Furnish and install a cabinet / stainless steel sink combination unit to be used for fingerprinting. This cabinet shall be approximately 60 inches long, 24 inches deep, and 38 inches high, with an internal shelf. Cabinet top, edges, and backsplash shall be covered with plastic laminate. All other surfaces shall be painted or stained to harmonize with the décor according to GSA standard requirements. This cabinet shall be equipped with drawers and shelves for storing supplies. Furnish and install matching upper cabinet's 18 inches above the base cabinet approximately 30 inches high and 13 inches deep with two internal shelves. Length of upper cabinet's shall match that of the base cabinet.

SECURITY SCREENING

TOTAL 336 SF

(Common Function Space # 34)

This space shall be enclosed by ceiling high partitions and painted to GSA standards. Flooring shall be standard grade vinyl composition tile. Ceiling shall consist of acoustical mineral fiber material in grid panels.

There shall be clear vision barrier on egress side between public entrance and public exit.

EXECUTIVE/ADMINISTRATIVE CONFERENCE ROOM

TOTAL 000 SF

(Administrative Support Space # S-1)

Adjacency should be within the District Director's suite. Director suite should have a separately zoned HVAC with thermostat.

This space shall be enclosed by ceiling high partitions. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Ceiling shall consist of acoustical mineral fiber material in grid panels.

Separately zoned HVAC with supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space.

Provide cable television antenna jacks (if cable is available) and telephone / data outlets per direction of ICE at time of layout. Install ceiling speakers for AV system. Exact quantity of speakers, locations, and AV system equipment shall be determined during layout design. Dimmer switch for fluorescent lighting and eyeball incandescent lighting on shall be on separate switches. Install a minimum of 8 NEC rated electrical duplex outlets per room.

All doors entering the conference / training area shall be solid core wood doors installed in hollow metal frames. Door hardware shall be standard commercial grade mortised locksets with 1-inch deadbolt throws. Doorstops, closers, and silencers shall be included.

Blocking in walls shall be installed to accommodate Government provided marker board, and projection screen. Chair rails shall be installed on walls.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

VISITORS REST ROOM

TOTAL 408 SF

(Administrative Support Space # S-3)

Public restroom, one for each gender. Construction should be designed to eliminate concealment areas for documents, drugs, weapons, or other contraband in the ceiling, walls, or receptacles.

Ceiling high partitions, ceramic tile floors and wainscoting, the top of the tile shall extend to five-feet above the finish floor. Thirteen-ounce vinyl fabric wall covering from the top of the ceramic tile to the ceiling. Ceiling shall be gypsum board, painted to GSA standards. Counters for baby changing shall be included.

Doors shall be solid core wood doors installed in hollow metal frames. Door hardware shall be Push/Pull, doorstops, closures, and silencers shall be included as specified or required.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

EVIDENCE/SECURE STORAGE

TOTAL 280 SF

(Administrative Support Space # S-4)

A secure area for the storage of evidence obtained during the investigation of illegal aliens and smuggling rings.

Construction is typical and common requirements for secured areas. All walls separating the Secure File or Storage Room from any adjacent space and any neighboring office space shall be slab-to-slab partitions with 9-gauge diamond mesh (1 ½ inches by 2 ½ inches maximum) expanded metal securely fastened to the studs slab-to-slab. Gypsum board will run floor to ceiling with finish per GSA standard requirements. Ceiling shall consist of acoustical mineral fiber panels laid in grid. Flooring shall be standard grade vinyl composition tile.

The doors shall be solid core, wood doors with hollow metal frames. Both the entry doors and the connecting doors require automatic closures, silencers, and stops. The lock for the solid core wood door that connects the secure file / grand jury / Electronic Media Storage rooms with the adjacent ICE spaces shall be mechanical pushbutton, electronic stand-alone or card reader control portal lock.

Infrared PIR sensors installed per plan.

Government furnished furniture requirements may be decided at furniture layout.

Quantity of industrial grade shelving units shall be decided at layout.

Install one (1) 220v, 20 amp dedicated duplex outlet to power a large paper shredder in appropriate storage rooms as decided at layout.

Heat and smoke sensing devices will be tied into the building's fire alarm system.

Depending upon use of storage space positive exhaust ventilation with HEPA filters will be required at some locations.

HOLD ROOM

TOTAL 672 SF

(Administrative Support Space # S-6)

Used for detaining illegal aliens on a temporary basis until they are sent to an off-site detention facility. Interview Room's, Observation Room's, Prisoner Processing Room's, and Hold Room's are to be adjacent to each other and create a secure facility.

Hold rooms will be situated in a location within the secure perimeter. Construction is typical and common requirements for secured areas.

Single-occupant hold rooms shall contain a minimum of 37 square feet (seven unencumbered square feet for the detainee, five square feet for a combination lavatory / toilet fixture, and 25 square feet for a wheelchair turnaround). Multiple occupant hold rooms shall provide an additional seven square feet of unencumbered space for each additional detainee.

Note: Unencumbered space does not include space taken by benches and tables.

Hold rooms shall be well ventilated and well lit. All activating switches / controls shall be located outside of the room, in places accessible to staff only.

Hold rooms will contain sufficient seating for the maximum room capacity. The hold room will contain no moveable furniture. Benches may be bolted to the floor or attached to the wall if the wall is of suitable construction. The benches shall provide 18" of seat space per detainee.

Bunks / cots / beds and other makeshift sleeping apparatus are not permitted inside hold rooms.

All hold rooms shall be equipped with stainless steel, combination lavatory / toilet fixtures with a modesty panels in compliance with the Americans with Disabilities Act of 1990. Consistent with the International Plumbing Code, small hold rooms (up to 14 detainees) will have one combination unit; large hold rooms (15 to 49 detainees), at least two units. Each hold room shall be provided with floor drain(s). Hold rooms do not include shower. Recess in the wall or in the toilet/lavatory combination unit to receive toilet paper roll. No separate toilet paper holder.

Hold room walls shall be escape and tamperproof, e.g. 8-inch reinforced concrete masonry unit wall. Impact-resistant, steel-studded surfaces will be also meeting the standard, especially in existing buildings that cannot support reinforced concrete. The walls shall extend and be tied into the floor / room structure above. Ceilings shall be concrete metal pan, cement plaster on metal lath or acoustic metal deck with no exposed gypsum board. Walls for new and existing conditions capable of supporting heavy load-bearing construction shall be concrete masonry units with two finish coats of polyester-epoxy paint over recommended filler and primer coats; reinforced and grouted full. For new and existing conditions capable of supporting only light load-bearing construction see Appendix D of the Space Allocation Standards.

Each hold room shall have two-inch thick, detention grade 14-gauge steel doors that swing outward. The 14-gauge steel doorframes shall also be grouted into the surrounding wall. Hardware requirements include tamper-resistant bolt locks, door-mounted with Para centric keys; jamb-mounted with mogul keys.

Door frames shall be fabricated from 14 gauge welded steel and have an integral stop and trim. All corners shall be mitered and welded. Fabricate with concealed stiffeners, reinforcement, and edge channels. All exposed fasteners shall have countersunk, vandal-proof heads. Provide three silencers on strike jamb of the frame. Locate three wall anchors per jamb at hinge and strike levels. Grout frame solid.

Doors shall be detention hollow metal 2 inches thick in flush panel design. It shall be mortised, reinforced, drilled, and tapped to receive mortise hardware. Doors shall be 14 gauge steel, mitered, reinforced with channels face-welded, and ground smooth at the corners. Provide institutional, full mortised hinges, with tamper-resistant fasteners and non-removable pins. Provide floor stops where wall mounting is not available. Door vision panel shall be polycarbonate laminate, glass-clad polycarbonate, or all-glass laminate, as approved. Either squares centered 4'-10" AFF. Glazing stop on door shall be secured with tamper-resistant screws. Door swing shall be out.

Detention hardware is required. Lock shall be detention dead latch, heavy duty, jamb mounted with mogul key on one side. Deadlocks in both locked and unlocked position. Include lock mounting plates, escutcheons, and mortise strike with cover. The 1/8-inch removable steel cover plate over the lock cutout shall be surface-mounted with security screws. At specific locations, detention officials may request similar locks keyed both sides; electric locks with key override, or other features. No closers or self-closing hinges on processing room doors. Closers are required on doors to a secure perimeter.

Maximum security, detention-type, tamper-resistant, surface mounted light fixtures controlled by a switch outside the hold room. No electrical outlets in the hold rooms.

The security sprinkler head shall be connected to the facility sprinkler system.

Signage stating maximum occupancy is required.

One telephone will be allotted for every 25 detainees.

FOOD SERVICE AREA

TOTAL 280 SF

(Administrative Support Space # S-7)

HVAC needs to accommodate exhaust fans as required in kitchen area. Plumbing requirements include; double bowl stainless steel sink with single lever faucet and garbage disposal. Electrical requirements; dedicated duplex outlets for refrigerator and microwave with ground fault interrupter circuits. All doors shall be solid core wood doors. Eight-inch of laminate base and wall cabinets, post from counter top.

SEGREGATION/JUVENILE HOLD ROOM

TOTAL 112 SF

(Administrative Support Space # S-8)

Used for detaining illegal juvenile aliens or segregation of aliens on a temporary basis until they are sent to an off-site detention facility. This room must be outside the sight and sound separation from other hold rooms. Must be located so as room is in full view for direct supervision.

Hold rooms will be situated in a location within the secure perimeter. Construction is typical and common requirements for secured areas.

Single-occupant hold rooms shall contain a minimum of 37 square feet (seven unencumbered square feet for the detainee, five square feet for a combination lavatory / toilet fixture, and 25 square feet for a wheelchair turnaround).

Hold rooms shall be well ventilated and well lit. All activating switches / controls shall be located outside of the room, in places accessible to staff only.

Hold rooms will contain sufficient seating for the maximum room capacity. The hold room will contain no moveable furniture. Benches may be bolted to the floor or attached to the wall if the wall is of suitable construction. The benches shall provide 18" of seat space per detainee.

Bunks / cots / beds and other makeshift sleeping apparatus are not permitted inside hold rooms.

All hold rooms shall be equipped with stainless steel, combination lavatory / toilet fixtures with a modesty panels in compliance with the Americans with Disabilities Act of 1990. Consistent with the International Plumbing Code, small hold rooms (up to 14 detainees) will have one combination unit; large hold rooms (15 to 49 detainees), at least two units. Each hold room shall be provided with floor drain(s). Hold rooms do not include shower. Recess in the wall or in the toilet/lavatory combination unit to receive toilet paper roll. No separate toilet paper holder.

Hold room walls shall be escape and tamperproof, e.g. 8-inch reinforced concrete masonry unit wall. Impact-resistant, steel-studded surfaces will be also meeting the standard, especially in existing buildings that cannot support reinforced concrete. The walls shall extend and be tied into the floor / room structure above. Ceilings shall be concrete metal pan, cement plaster on metal lath or acoustic metal deck with no exposed gypsum board. Walls for new and existing conditions capable of supporting heavy load-bearing construction shall be concrete masonry units with two finish coats of polyester-epoxy paint over recommended filler and primer coats; reinforced and grouted full. For new and existing conditions capable of supporting only light load-bearing construction see Appendix D of the Space Allocation Standards.

Each hold room shall have two-inch thick, detention grade 14-gauge steel doors that swing outward. The 14-gauge steel doorframes shall also be grouted into the surrounding wall. Hardware requirements include tamper-resistant bolt locks, door-mounted with Para centric keys; jamb-mounted with mogul keys.

Door frames shall be fabricated from 14 gauge welded steel and have an integral stop and trim. All corners shall be mitered and welded. Fabricate with concealed stiffeners, reinforcement, and edge channels. All exposed fasteners shall have countersunk, vandal-proof heads. Provide three silencers on strike jamb of the frame. Locate three wall anchors per jamb at hinge and strike levels. Grout frame solid.

Doors shall be detention hollow metal 2 inches thick in flush panel design. It shall be mortised, reinforced, drilled, and tapped to receive mortise hardware. Doors shall be 14 gauge steel, mitered, reinforced with channels face-welded, and ground smooth at the corners. Provide institutional, full mortised hinges, with tamper-resistant fasteners and non-removable pins. Provide floor stops where wall mounting is not available. Door vision panel shall be polycarbonate laminate, glass-clad polycarbonate, or all-glass laminate, as approved. Either squares centered 4'-10" AFF. Glazing stop on door shall be secured with tamper-resistant screws. Door swing shall be out.

Detention hardware is required. Lock shall be detention dead latch, heavy duty, jamb mounted with mogul key on one side. Deadlocks in both locked and unlocked position. Include lock mounting plates, escutcheons, and mortise strike with cover. The 1/8-inch removable steel cover plate over the lock cutout shall be surface-mounted with security screws. At specific locations, detention officials may request similar locks keyed both sides; electric locks with key override, or other features. No closers or self-closing hinges on processing room doors. Closers are required on doors to a secure perimeter.

Maximum security, detention-type, tamper-resistant, surface mounted light fixtures controlled by a switch outside the hold room. No electrical outlets in the hold rooms.

The security sprinkler head shall be connected to the facility sprinkler system.

Signage stating maximum occupancy is required.

VISITORS BOOTH

TOTAL 70 SF

(Administrative Support Space # S-10)

Per Appendix E, No-contact Visitation Area Specification

MULTIPURPOSE HEARING ROOM

TOTAL 600 SF

(Administrative Support Space # S-11)

Used for deportation hearings by the Executive Office of Immigration Review and other functions within ICE.

Adjacency shall be near Deportation unit.

Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install 26-ounce, cut pile nylon carpet. Wall covering shall be GSA standard for paint. Ceiling shall consist of acoustical mineral fiber material in grid panels. Minimum of two telephone lines shall be installed.

Government provided telephone / data outlets per direction of ICE at time of layout. Install a minimum of 8 NEC rated electrical duplex outlets per room.

All doors entering the conference / training area shall be solid core wood doors installed in hollow metal frames. Door hardware shall be mechanical push button, electronic stand-alone or card reader access control portal locks. Doorstops, closures, and silencers shall be included.

Separately zoned HVAC with thermostat.

Install a mushroom type style "panic button," inside each interview room within 24" inches of an entry door, which activates a local audible/visual alarm in the main office area. A keyed-alarm cut-off switch shall be provided outside each of the interview rooms. Duress alarm should be in close proximity of judge's area in layout.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

FIRE/ARMS AMMO ROOM**TOTAL 390 SF**

(Administrative Support Space # S-12)

Used for the secure storage of weapons and ammunition used by Law Enforcement Units at the District Office or Sub-Office.

Weapon vault / ammunition storage area construction shall confirm to Appendix G Armory Standards. Weapons must be segregated from ammunition and must also be segregated by program within the weapons/ammunition storage. The vault or storage room may be subdivided to accommodate multiple storage requirements.

Walls, at a minimum, shall be constructed of 9-gauge expanded metal secured to metal studs and covered on both side with 5/8-inch gypsum board or slab-to-slab partition constructed of reinforced 8" inch masonry. Reinforcing shall be installed horizontally at 16" OC and vertically at 24" OC. All masonry shall include lintels. Where ducts, registers, and other openings greater than 96" inches penetrate the secure area, they shall be equipped with a screen constructed of 9-gauge expanded metal securely bolted or riveted to the sides of the opening. Floor covering shall be standard grade vinyl composition tile over concrete floor. If concrete floors and ceiling do not exist, install 9-gauge expanded metal to floor and ceiling. The floor exposed to view shall be a suspended ceiling. Floor load is to support a live load of 150 pounds per square foot.

The door to each programs storage area shall be equipped with a high security lock over which they have sole control of any key or access. Refer to Armory Specifications (Appendix G) for new or existing door construction. Door hardware shall be commercial grade mortised lockset with 1 inch throw. Doorstops, closers, and silencers shall be included.

Built-in casework, cabinets shall be installed per Appendix G armory standards.

SECURE WEAPONS CLEANING ROOM**TOTAL 0 SF**

(Appendix G – Armory Design Guide)

Weapons can generate hazardous residue through lead contaminates from firing. The area for cleaning and care of weapons should allow for the proper cleanup and disposal of any materials that become contaminated with lead.

Furnish and install approximately three each four-foot wide metal storage shelving units along two walls. Units shall be approximately 7 ½ feet high with a bottom shelf at floor level, four intermediate shelves @ 18 inches o/c, and a top closure shelf. Shelf depth shall be 18 inches. Shelving units shall be Lyon Metal Products, Model BB8332SX, or equal.

Provide one cabinet unit measuring approximately 60 inches long, 24 inches deep, and 38 inches high, with an internal adjustable shelf, for gun-cleaning purposes. Cabinet top, edges and backsplash shall be covered with laminated plastic. All other surfaces shall be painted or stained to harmonize with the décor. Furnish and install matching upper cabinet's 18 inches above the base cabinet approximately 30 inches high and 13 inches deep with two internal shelves. Length of upper cabinet's shall match that of the base cabinet.

Under counter, install a standard duplex outlet, 110V, and 20 amps. Install a dedicated circuit for the pneumatic air cleaning system. Install one exhaust fan with a minimum capability of 200 CFM to remove fumes. This fan shall be equipped with a manual control so the fan can be turned on and off, as needed.

The equipment service area should have access to a hand wash sink for use by the staff. The sink area provides: hot and cold running water with lever fixtures, a soap dispenser, mirror, paper

towel dispenser, and waste receptacle. If chemical storage is required, then the area shall be provided with an emergency eye wash station.

LOCKER ROOM

TOTAL 968 SF

(Administrative Support Space # S-15)

One shower/locker room is required per gender. Partitions shall be slab-to-slab with moisture resistant gypsum board. Ceilings shall be compatible with the overall space and shall meet the functional and environmental (moisture levels, etc.) requirements of the space. Ceiling finish shall be painted gypsum board. Wall finishes shall be ceramic tile on all wet walls, with enamel paint on the other walls. These rooms shall have a Sound Transmission Class (STC) rating of 40 or better when adjacent to office space. One locker room shall be provided for each gender.

Doors shall be solid-core wood with push and pull closer in hollow metal frames of appropriate strength with latch sets. All doors shall have automatic door closers. Doors from public corridors shall have electromechanical, five-button manipulation-resistant combination lock with manual override for emergency. A card reader access control portal lock may be used instead of five-button combination lock. Doorstops, closers, and silencers shall be included.

Install convenience duplex outlets in each restroom. Provide ground fault interrupting (GFCI) receptacle and damp/wet location luminaries.

The room sizes, fixture schedule, and the required number and size of toilets, urinals, and lavatories shall be provided in accordance with GSA and ADA standards where possible. Each restroom shall contain toilet paper holder, toilet seat cover dispenser, soap dispenser, paper towel dispensers and waste paper receptacle. The female restroom shall have a sanitary napkin dispenser and refuse container in the toilet stall. Mirrors shall be installed above the lavatories. A full-length dressing mirror shall be installed in the locker rooms. Shower areas require office-type HVAC with exhaust fans (on-off switch in each room) and sealed non-slip concrete or tile floors. The exhaust system shall be sized to maintain the space under negative pressure to adjacent spaces and shall be exhausted directly to the outside.

These areas shall contain a minimum of one shower stall each. Depending on layout design, privacy panels may be required to screen shower stalls. Showers shall be ADA compliant equipped with standard integral molded seat with a soap tray. Enclosure shall have an additional molded soap tray. The shower enclosure shall be equipped with a factory installed stainless grab bar and an "I" stainless steel curtain rod. Shower floor shall be molded fiberglass slip-resistant floor. The shower control valve shall be lever-action with temperature and volume control and showerhead with full range spray pattern adjustment.

In each locker room, install a smooth-surfaced, wood-dressing bench, firmly anchored to floor, with size to be determined at layout. Furnish and install double tier lockers in each locker room (male and female). Numbers and quantities of lockers shall be determined at layout.

BREAK ROOM**TOTAL 195 SF**

(Administrative Support Space # S-16)

Required for employee coffee/lunch breaks. The room will have vending facilities, coffee machine, microwave, sink, and counter. Ceiling shall consist of acoustical mineral fiber material in grid panels.

This room consists of ceiling high partitions painted to GSA standard requirements. The floor covering shall be standard grade vinyl composition tile.

All doors entering the break room area shall be solid core wood doors with hollow metal frames. The door hardware shall include; doorstops, closures, silencers, and commercial grade mortised lockset with one-inch throw.

Furnish and install one combination sink/cabinet with double bowl stainless steel sink supplied with hot and cold running water, garbage disposal, and appropriate waste and vent lines. The sink shall be a stainless steel double-bowl, set in to a laminate counter top on a base cabinet. The base cabinet shall be approximately 96-inches long, 24-inches deep, and 38-inches high, with internal adjustable shelves. The counter top, edges, and backsplash shall be covered with plastic laminate. Sink/cabinet shall meet ADA standards. Matching upper cabinets, approximately 30-inches high and 13-inches deep with two internal shelves and integral lock(s) on the cabinet doors, placed 18-inches above the base cabinets. The length of the upper cabinets shall be 12'6" (12.5-feet). All surfaces shall be painted or stained to harmonize the décor.

Install two (2) dedicated duplex 110V, 20-amp GFI receptacle above the backsplash on the counter top for the microwave. Install another 110V, 20-amp receptacle next to the base cabinet, approximately 12-inches above the finish floor for the refrigerator and install two (2) dedicated duplex outlets for vending machines.

Furnish and install one (1) exhaust fan or electrostatic air cleaner with a minimum capability of 200-CFM and with a manual control device, so the fan can be turned on & off, as needed.

Provide and install wall or ceiling mounted television, with cable or satellite dish feed.

Lighting shall be 50 foot-candles for work surfaces and 30 foot-candles for general areas.

Furniture such as tables and chairs shall be Government type, quality, and quantities decided at furniture layout.

CONFERENCE/TRAINING ROOM**TOTAL 360 SF**

(Administrated Support Space # S-17)

Joint use space required for staff meetings, task forces, and training exercises.

This space shall be enclosed by ceiling high partitions. Partitions, ceiling, doors, and penetrations, etc shall meet a Sound Transmission Class (STC-45) or better. Install standard GSA 26-ounce carpet. Furnish and install folding partitions to divide the space as required. Ceiling shall consist of acoustical mineral fiber material in grid panels. This room is required to have a coat closet of 30 sq. ft. with a shelf and a single solid core wood door with commercial grade, single lever action door hardware with mortised lockset. Separately zoned HVAC with supplemental heating, air conditioning, and ventilation shall be provided to accommodate maximum occupancy for the space. Provide supply and return on each side of folding partitions.

Provide cable television antenna jacks (if cable is available) and telephone / data outlets per direction of ICE at time of layout. Install ceiling speakers for ADP system. Exact quantity of

speakers, locations, and ADP system equipment shall be determined during layout design. Dimmer switch for fluorescent lighting and eyeball incandescent lighting on shall be on separate switches. Install a minimum of 8 NEC rated electrical duplex outlets per room.

All doors entering the conference / training area shall be solid core wood doors installed in hollow metal frames. Door hardware shall be standard commercial grade mortised locksets with 1-inch deadbolt throws. Doorstops, closers, and silencers shall be included. Provide adequate amount of doors per code for occupancy and conference/training room sections.

Blocking in walls shall be installed to accommodate Government provided marker board, and projection screen. Exact location and quantities shall be determined during layout design. Chair rails shall be installed on walls.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

REMOTE WIRING CLOSET /TELEPHONE

TOTAL 314 SF

(Administrated Support Space # S-18)

Used exclusively for computer panels and racks.

There should be a minimum of one (1) closet per 16,000-square feet of space. In multi-story buildings, space should be vertically stacked. Telephone closets shall be eight (8) foot by nine (9) foot, where new closets are constructed. Sprinkler systems should be zoned not to go off in this room if allowed by code.

This room should not be adjacent to, horizontally or vertically, next to mechanical, electrical or restrooms. There shall be no; plumbing risers in partitions of Server/Telecommunication room or overhead, or audible and visual alarms for smoke alarms or smoke & heat detectors (unless required by GSA fire safety survey).

The partitions shall be slab-to-slab constructed of 3/4-inch retardant painted plywood for the walls. The floor covering shall be anti-static vinyl composition tile flooring. Partitions, ceiling, doors, and penetrations shall meet a Sound Transmission Coefficient of 45 (STC-45) or better.

The door to this room shall be hollow core metal door with an outward swing mounted on a hollow core frame. No door closure, unless required by code. A control portal lock; a mechanical push button, electronic stand-alone, or card reader access control portal lock shall provide access to this security door. Doorstops, closers, and silencers shall be included, if required.

HVAC shall be a dedicated self-contained, separately zoned HVAC unit. The unit's control capable of maintaining an operational environment of 60F to 85F degrees and a humidity range shall be 20 to 60 percent maximum at 10,000-feet of altitude. Temperature and humidity ranges will be maintained 24-hours a day, 7-days a week.

There shall be two (2) 20-amp dedicated circuits with two (2) quad-outlets each as a minimum, eight (8) grounded outlets per circuit. A certified electrical ground and bus shall be installed into each closet for communications equipment grounding, and be connected to a dedicated building ground with the ANSI/TIA/EIA 607. Lighting will be per ANSI.

SALLYPORT

TOTAL 660 SF

(Administrated Support Space # S-19)

A secured entrance access used to bring apprehended aliens into the District Office or Sub-Office out of sight of the general public.

If Necessary, the adjacency shall be next to loading dock and freight elevator. The Sallyport shall have a secured access and shall be out of sight of the general public.

Walls shall be slab-to-slab with 9-gauge mesh or some other method of securing. Wall finish shall be paint per GSA standard. Doors to Sallyport shall be solid core wood or other doors appropriate to finish of space. Door openings shall be wide enough to allow the passage of hand trucks (minimum of 4'-0"). Doors may be double doors with flush bolts. Door hardware shall be cylinder-locking mechanisms with remainder of door hardware by manufacture. Floor load shall be a minimum of 150 pounds per square foot. Floor finish shall be sealed concrete.

Vehicles shall have access to the parking area 24 hours a day, 7 days a week. Vehicle privacy screening is to be provided as required. Space shall be located within the secure Government vehicle parking area. A drive through Sallyport is preferred but is not required. Vans and buses must have a clear entrance to Sallyport and direct access to the Detention area. The entrance to the Sallyport must be paved with an adequate thickness and composition of sealed concrete or bituminous paving to support the weight of the van or bus that will use the area. Geometric features and clearances, including the inside and outside turning radius for the vehicles will be provided by GSA depending upon the vehicles owned or used by ICE. The approach and entrance must be clearly marked and wheel stops provided where required.

Metal canopy cover shall be of adequate size and width for vehicles being used. Sewage dump station to be provided where allowed. Hose bib (frost free where necessary) and floor drain shall be provided. Exterior drain shall have sand and grease trap installed and be of adequate size that a shovel can be used to clean it out if necessary. Where necessary, include a concrete ramp, integral with the entrance floor and Sallyport floor, and include metal railings to meet ADA standards to the entrance door.

Instant on exterior and interior lighting with a minimum light level of 30 foot-candles shall be provided. Exterior Government secured parking area shall be enclosed by CMU or chain link fence 12-foot high fence and mechanically operated lockable gate. The 12 foot minimum Exit / Entrance gate shall be controlled by proximity card reader that opens the gate by means of a remote opener. The proximity card reader shall be a long-range and installed at an appropriate height for vehicles being used. Inside the Sallyport there shall be an override, which disables the gate during prisoner transport. If Sallyport is located at an inside parking facility, provide exhaust and make-up air supply at a rate of 15 air exchanges per hour. Provide carbon monoxide detectors and / or alarms at five feet above floor level. Alarm shall be sounded locally and shall be provided with auxiliary contact for annunciation at a remote alarm panel.

Use of a dedicated elevator may be required to transport detainees from the Sallyport to the Prisoner / Alien Processing Area.

Walls shall be slab-to-slab reinforced masonry units.

Security - CCTV surveillance of Sallyport shall be provided at the main control room. Install high-resolution color video surveillance cameras with adjustable field of view, integrated with a corner mounted correctional grade dome. Quantity and locations of CCTV cameras shall be decided at security layout.

BULK STORAGE

TOTAL 880 SF

(Administrated Support Space # S-20)

Wall construction shall be slab-to-slab with expanded metal interlayer or some other method of securing space. Floor loading a minimum of 150-pounds/square-foot and floor covering shall be sealed concrete or standard grade vinyl composition tile, if office setting. Ceiling shall consist of acoustical mineral fiber panels laid in grid.

Solid core wood door in hollow metal frame with a minimum width of four-feet. Door hardware shall be: mortised, commercial grade; flush bolt with a minimum of 1-inch throw at inactive leaf; doorstops; closure; and silencers shall be included.

Security shall include Passive Infrared (PIR) Sensor, quantity and position to be determined during layout design.

Furniture installed in this space shall be freestanding with quality and quantities decided at furniture layout.

APPENDIX B

COMMON FUNCTION SPACE

(SUPPORT AREA)

The following Standard Workspace Designs represent the necessary common function support spaces required by the Immigration and Naturalization Service. They sometimes include special type classified space as indicated. The common function spaces (e.g., conference room, reception area, library) are based on efficient arrangements of furnishings and equipment in support of tasks and activities performed therein by personnel and visitors. The common function space designs do not include factors for access circulation to and from other workspaces or for layout inefficiencies of the final space layout.

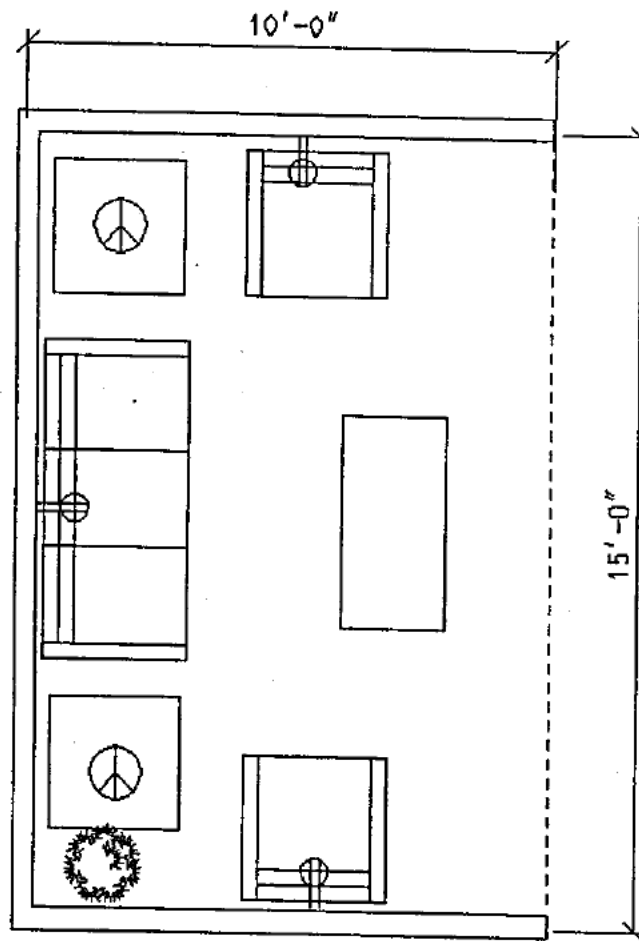
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 1- Reception (Director)	Square Footage: 150
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	36 oz., 100% cut pile nylon carpet, carpet tile or broadloom
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	Remote control electronic lock with video intercom and push button release between Secretary and Reception
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door with pneumatic door closure, pair of glass doors; flushbolt top and bottom
Tenant Security:	PIR Sensor per plan, Electric Strike
Special Construction:	
Walls	
Ceilings	
Other	12 sq. foot document pass through window with 8" plastic laminate shelf on each side
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 1
Reception (Director)
Office

Square Footage: 150



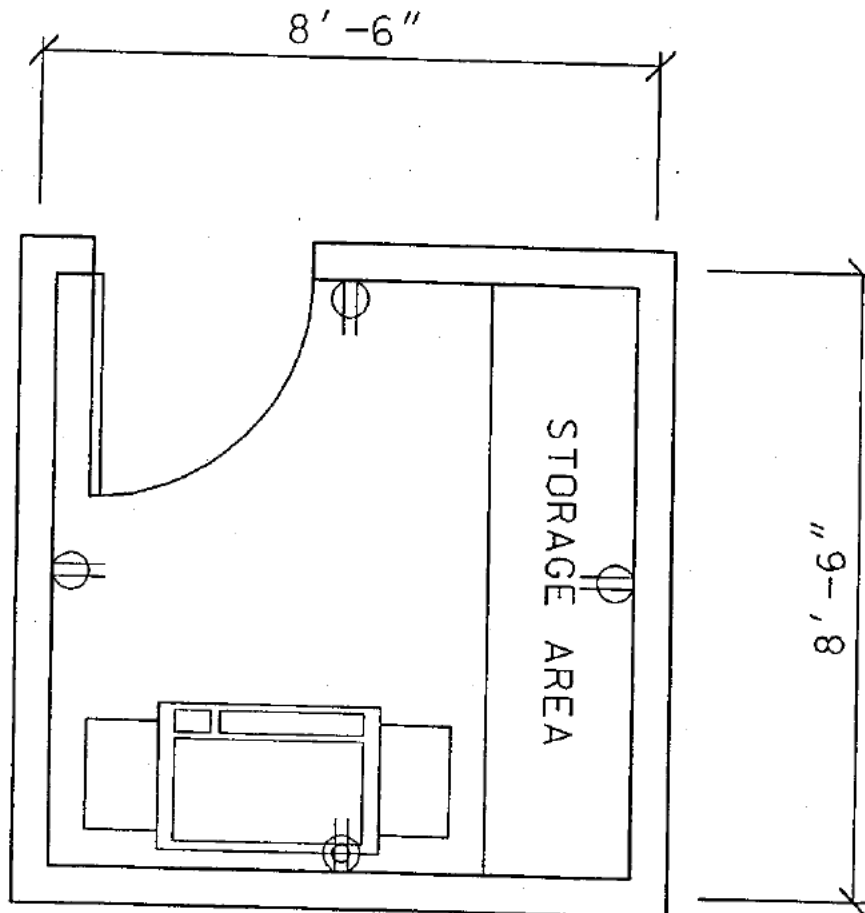
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 3 - Copier/Storage	Square Footage: 75
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Dedicated duplex electrical outlet
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	Per SFO
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with minimum 1" throw deadbolt lock
Special Requirements:	Solid wood core door
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Copier/Storage area may be enclosed or open space depending on the end user requirements.	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 3
Copier/Storage
Office

Square Footage: 75



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 4 -- Storage Components	Square Footage: Varies
Space Classification:	Office/SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Lighting levels to meet applicable Federal standard. Centering fixtures over the aisles is not a requirement.
Electrical - Power:	Dedicated duplex electrical outlet (photocopier)
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior -- Hardware Set:	Per SFO
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	Floor capable of supporting a live load of 150 lb. per sq. ft.
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

Remarks: Determine types and quantities of filing equipment, and multiply the appropriate square footage allowance by the number of items, then add 20 percent for future growth.

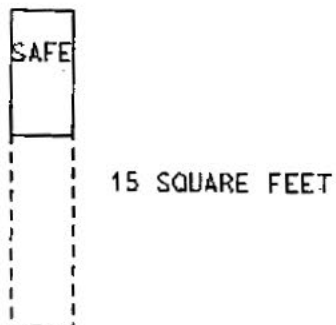
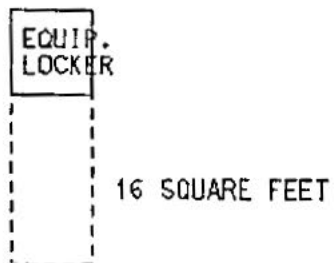
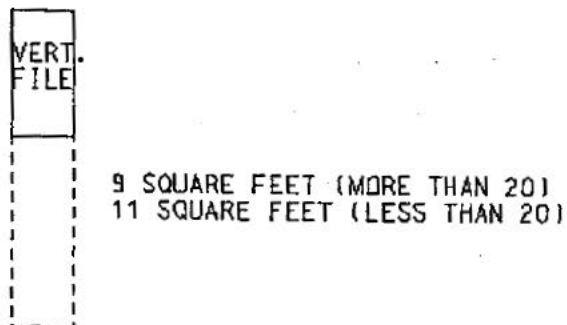
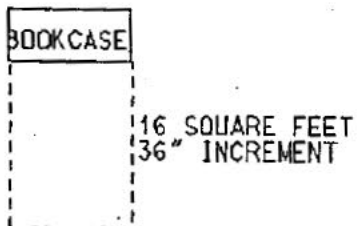
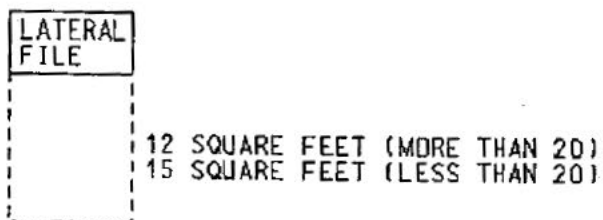
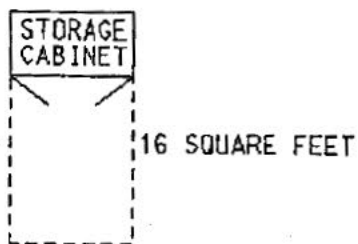
Type of equipment:	Allowance of Sq. Ft.
Lateral file - if less than 20 cabinets	15
- if more than 20 cabinets	12
Vertical File - if less than 20 cabinets	11
- if more than 20 cabinets	9
Safe File	15
Storage Cabinets	16
Bookcases - 36" increments	16
Equipment Locker	12

Adjacency: Filing room/areas should be placed near the building core or in a location that will not require extra floor loading. If necessary, create two separate filing rooms/areas to accommodate the floor loading and eliminate the filing concentration.

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 4
Storage Components

Square Footage: Varies **



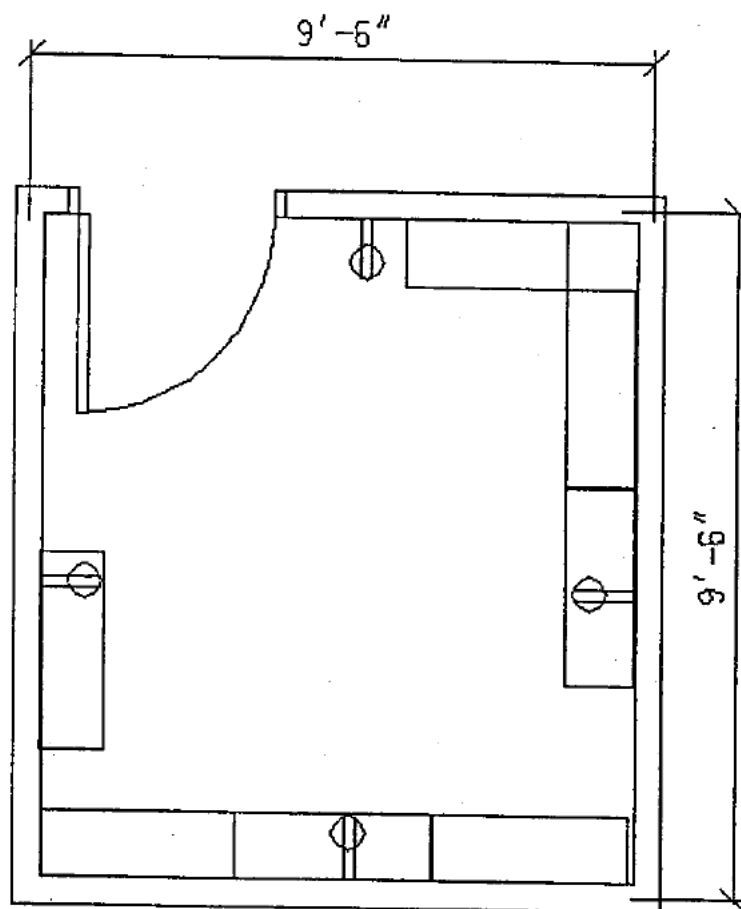
United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: 5- Supply Room	Square Footage: Varies - 2 sq. ft. per employee
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door, double wide hollow metal core doors, flushbolt top and bottom (per plan)
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls:	Slab to slab walls or some other method of securing space
Ceilings:	
Other:	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 5
Supply Room
Office

Square Footage: Varies
(2 Square Feet Per Employee)



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

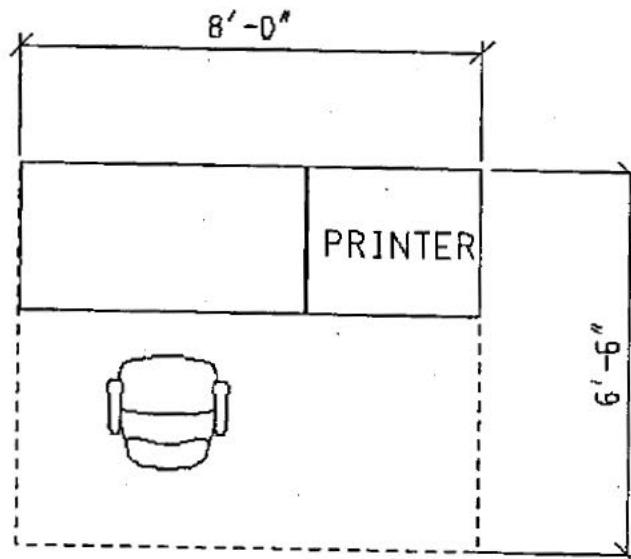
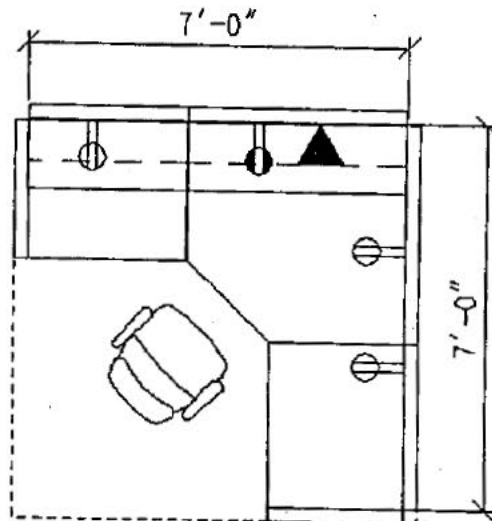
Design Number: 6	Square Footage: 50
Support Workstation (joint use) shared fax, printers, etc.)	
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 6

Support Workstation (joint-use)
RAFACS, CIS, shared fax, printers, etc.
(Law Library, A-File Room, etc.)

Square Footage: 50



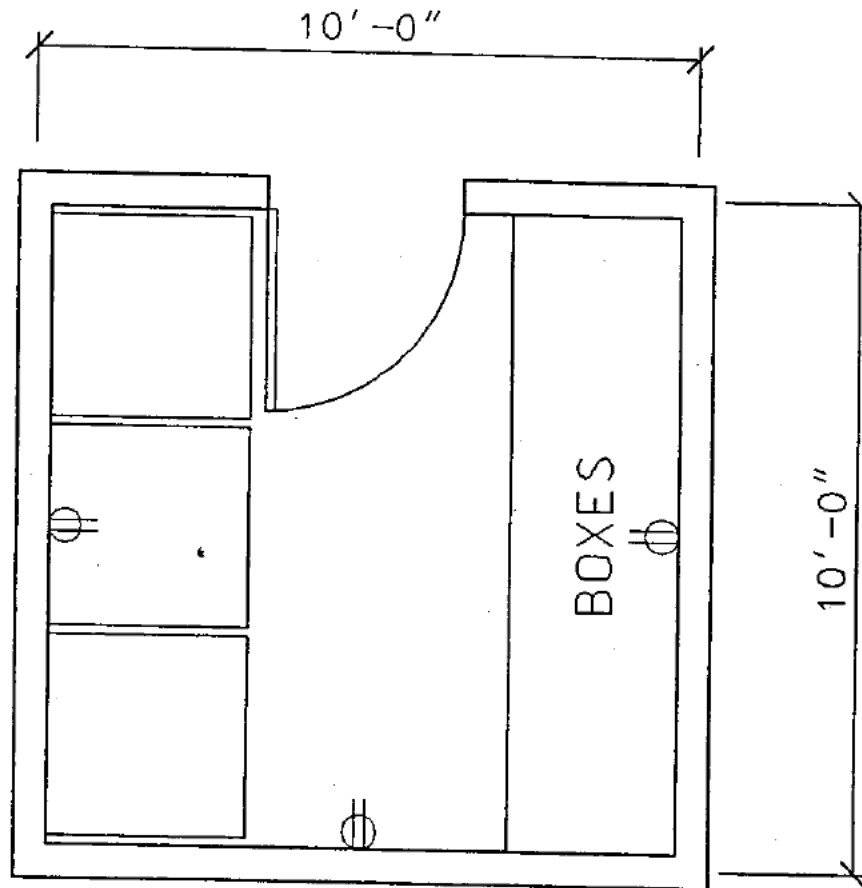
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 7 - Computer Storage Room	Square Footage: Min. 100 - 2 Sq. ft. per employee
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical, stand-alone electronic or card reader access control portal lock
Special Requirements:	Solid core wood door with pneumatic door closure
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls	Slab to slab wall construction with expanded metal interlayer or some other method of securing space
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 7
Computer Storage Room
Office

Square Footage: Min. 100
2 Sq. Ft. per employee



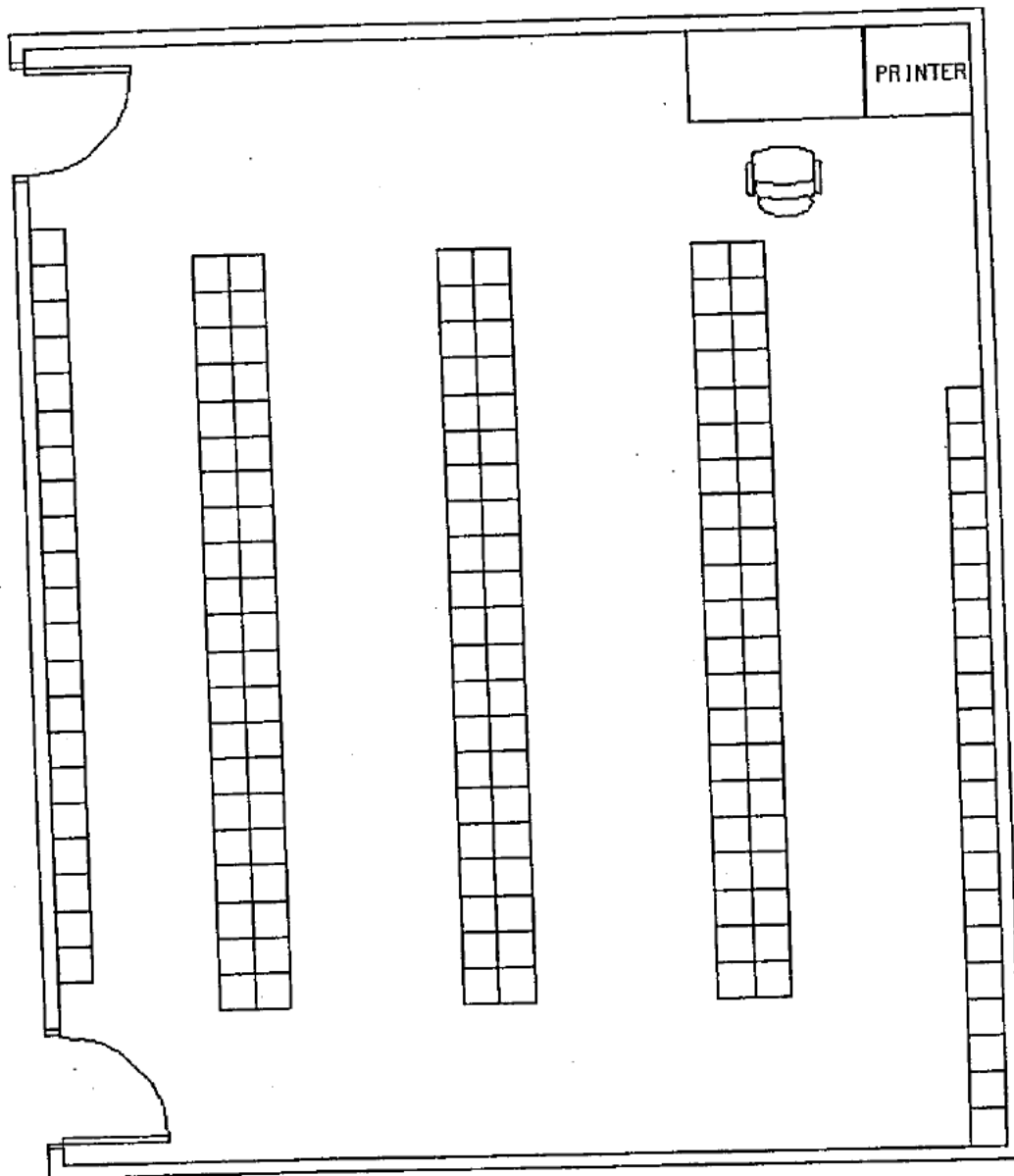
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 9 - A-File Room (Records and Information), Litigation Filing Room	Square Footage: Varies
Space Classification:	Office/SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO, or 45
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door
Tenant Security:	
Special Construction:	
Walls	Slab to slab construction - wire mesh not required
Ceilings	Minimum ceiling clearance of 9'
Other	150 lb. per sq. ft. floor load
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Use formula: (total number of files/648) (18) = Square footage required. This formula assumes 3 files per inch, 36" wide shelf unit, and 6 shelves high for a total shelf capacity of 648 files. Ratio of total space to file shelf unit is 18 square feet. (Shelving unit calculation used is the standard to be applied.)	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Square Footage: Varies

Design Number: 9
A- File Room (Records and Information)
Litigation File Room
Office/SP-3A



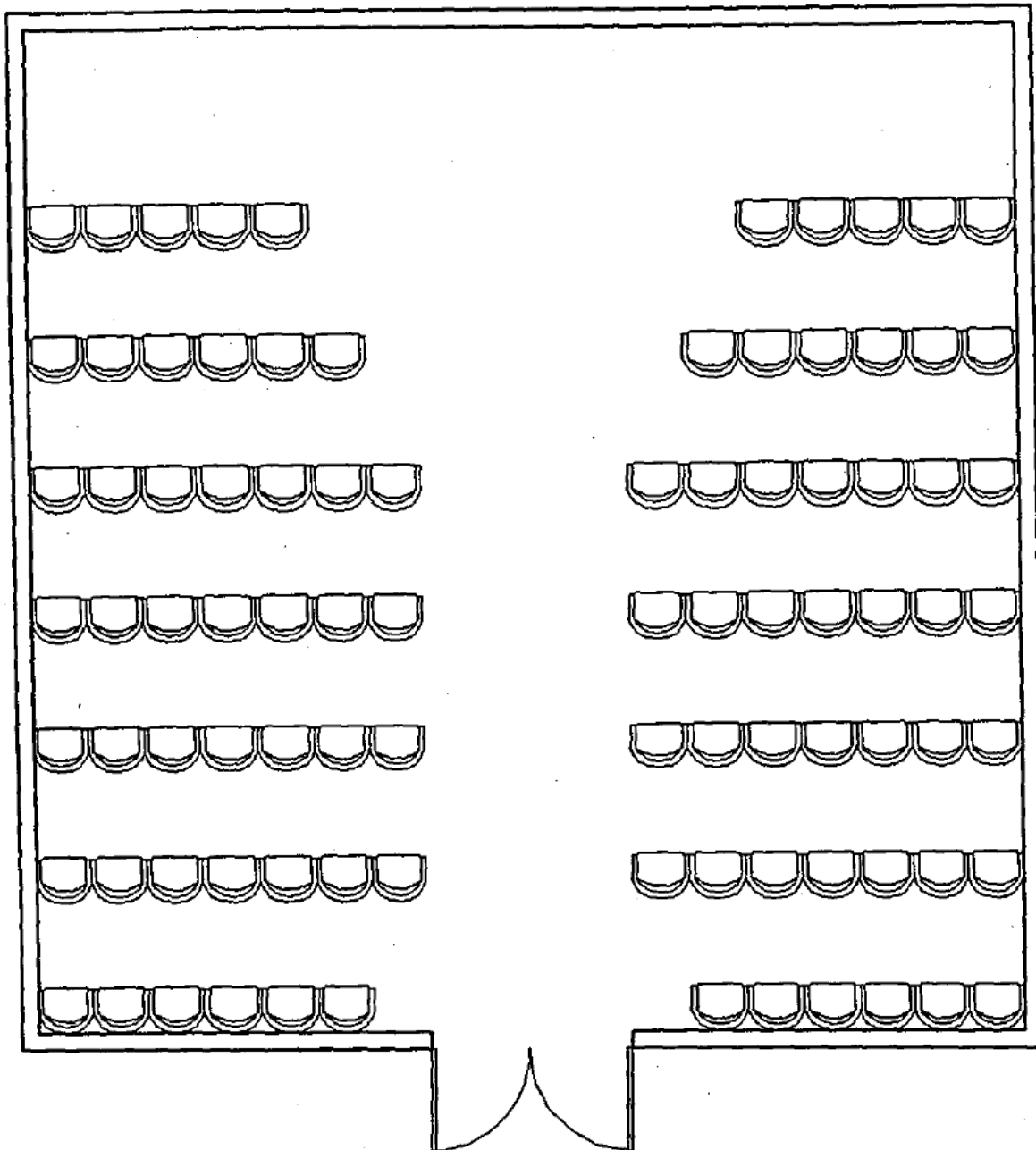
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 10 - Public Waiting Room	Square Footage: 10 Sq. ft. per maximum number of visitors at any given time
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO or separately zoned HVAC with thermostat
Plumbing Requirements:	
Electrical - Lighting (fc):	Dimmer Switch
Electrical - Power:	Per SFO
Communications/ADP:	Public Announcement system, loudspeakers
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	Semi-Rigid vinyl/acrylic alloy wall covering
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mortised lockset, commercial grade
Special Requirements:	Pair of glass doors with top and bottom flushbolts
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Provide and install cable television or satellite dish and cable system	
Adjacency: Should be adjacent to Public Contact Counter and Visitor Restrooms	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 10
Public Waiting Room
Office

Square Footage: 10 sq. ft.
Per Maximum number of visitors
any given time



United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

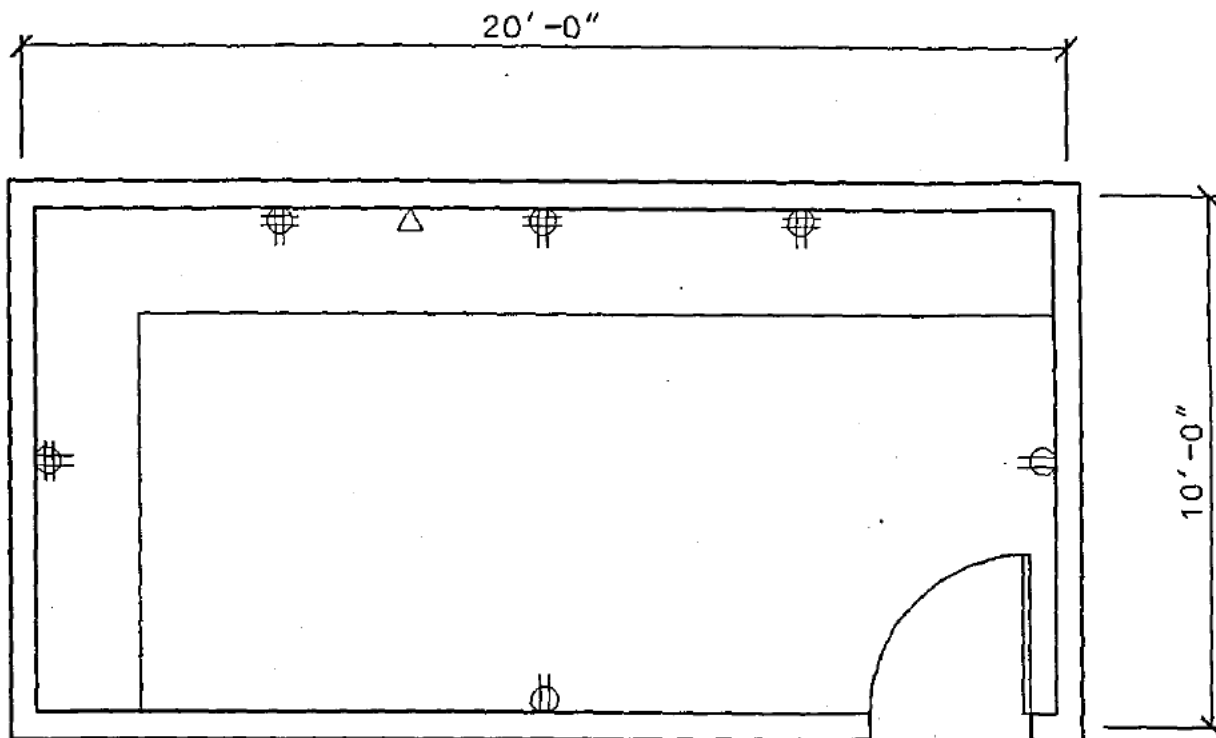
Design Number: 19 - Technical Equipment Room	Square Footage: 200
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Celling Heights:	
Doors:	Per Appendix I Door and Hardware Schedule
Exterior - Hardware Sets:	
Interior - Hardware Set:	
Special Requirements:	Solid core wood door. Mechanical push button, electronic stand alone, or card reader access control portal lock.
Tenant Security:	
Special Construction:	
Walls	Slab to slab partitions or other secure method
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

(b) (6)

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 19
Technical Equipment Room
Office

Square Footage: 200



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

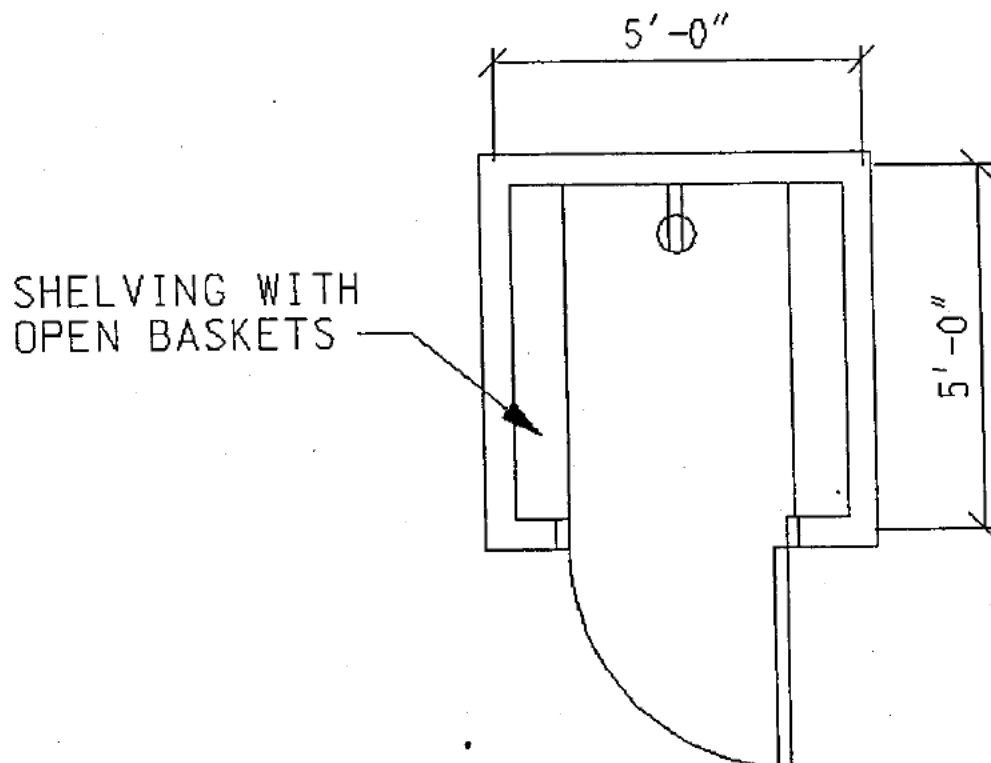
Design Number: 20 - Property Storage (Aliens)	Square Footage: 25, Varies
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical pushbutton, electronic stand-alone or card reader access control portal lock
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	Slab to slab construction walls and wire mesh cage anchored at floor and ceiling
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Individual baskets should be lockable.	
Adjacency: Property Room should be adjacent to the Processing Area.	

(b) (6)

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 20
Property Storage (Aliens)
Office

Square Footage: 25 Shown,
Varies



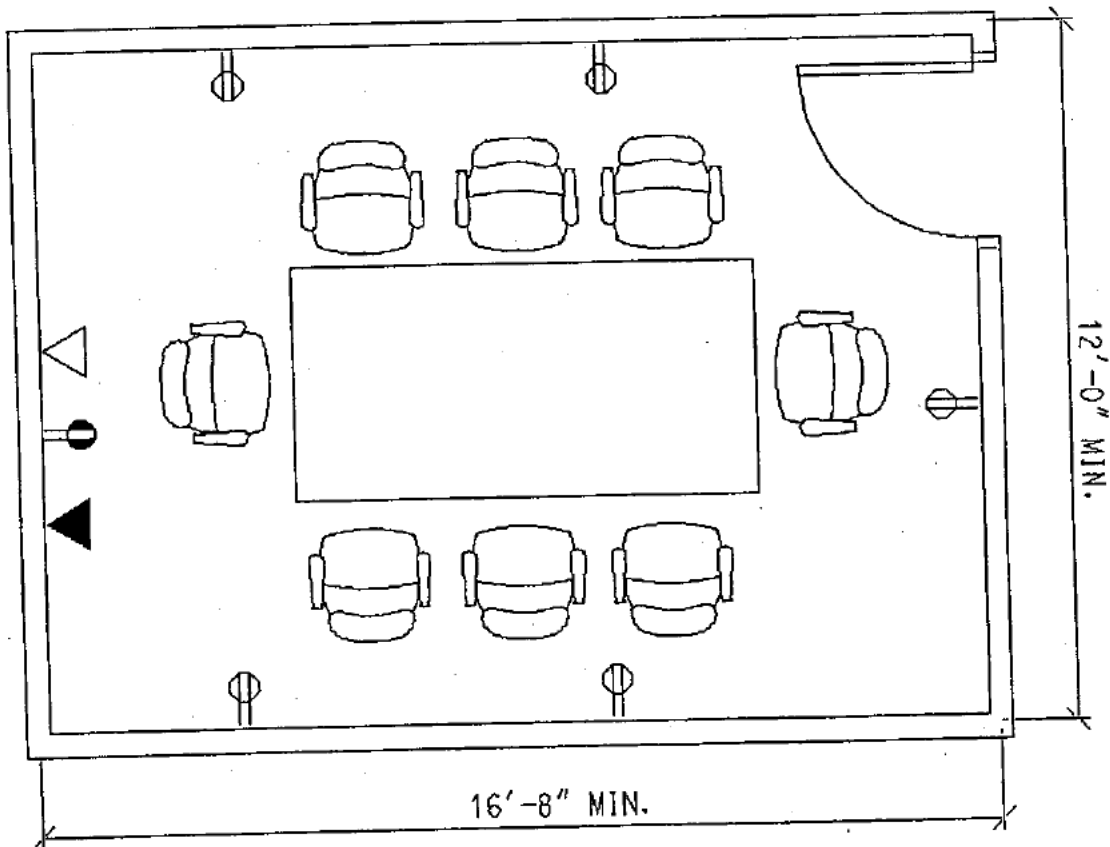
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 21 – Multipurpose Enforcement Room	Square Footage: Min. 200 12 sq. ft. per enforcement officer per peak shift
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Separately zoned HVAC with thermostat
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	STU-III equipment dedicated phone/fax line
Communications/ADP:	Per SFO
Acoustic Separation (STC):	STC 45 Minimum
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical pushbutton, electronic stand-alone or card reader access control portal lock
Special Requirements:	Solid core wood door with pneumatic door closure
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency: Multipurpose Enforcement Room should be adjacent to Investigations and Detention. If possible, Investigations and Detention to be located on same floor with the Multipurpose Enforcement Room between them.	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 21
Multipurpose Enforcement Room

Square Footage: Min. 200
12 sq. ft. per Enforcement
Officer per peak shift



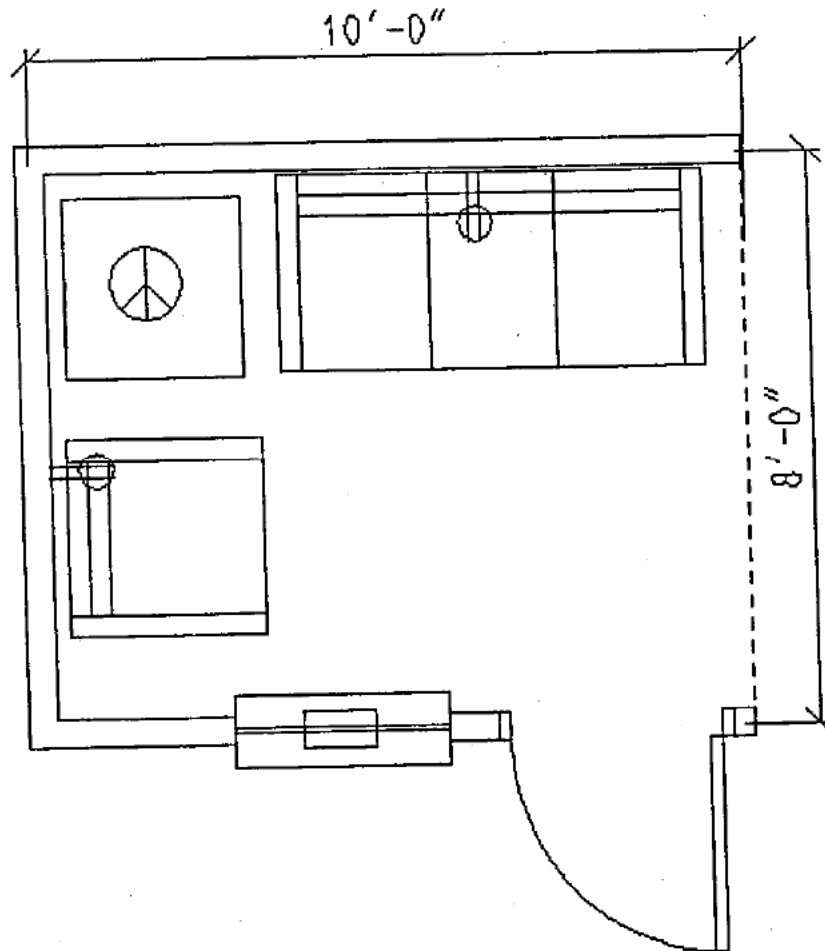
Design Number: 22 – Reception (Inv., DC, DDP)	Square Footage: 80
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical – Lighting (fc):	Per SFO
Electrical – Power:	Per SFO
Communications/ADP:	A - Phone
Acoustic Separation (STC):	STC 45 Minimum
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior – Hardware Sets:	
Interior – Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door with pneumatic door closure
Tenant Security:	PJR sensor per plan
Special Construction:	
Walls	
Ceilings	
Other	12 sq. ft. min. document pass through window with 8" plastic laminate shelf on each side
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

Adjacency: Should be adjacent to primary office space (Inv. And DC)

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 22
Reception (Inv., DC and DDP)
Office

Square Footage: 80



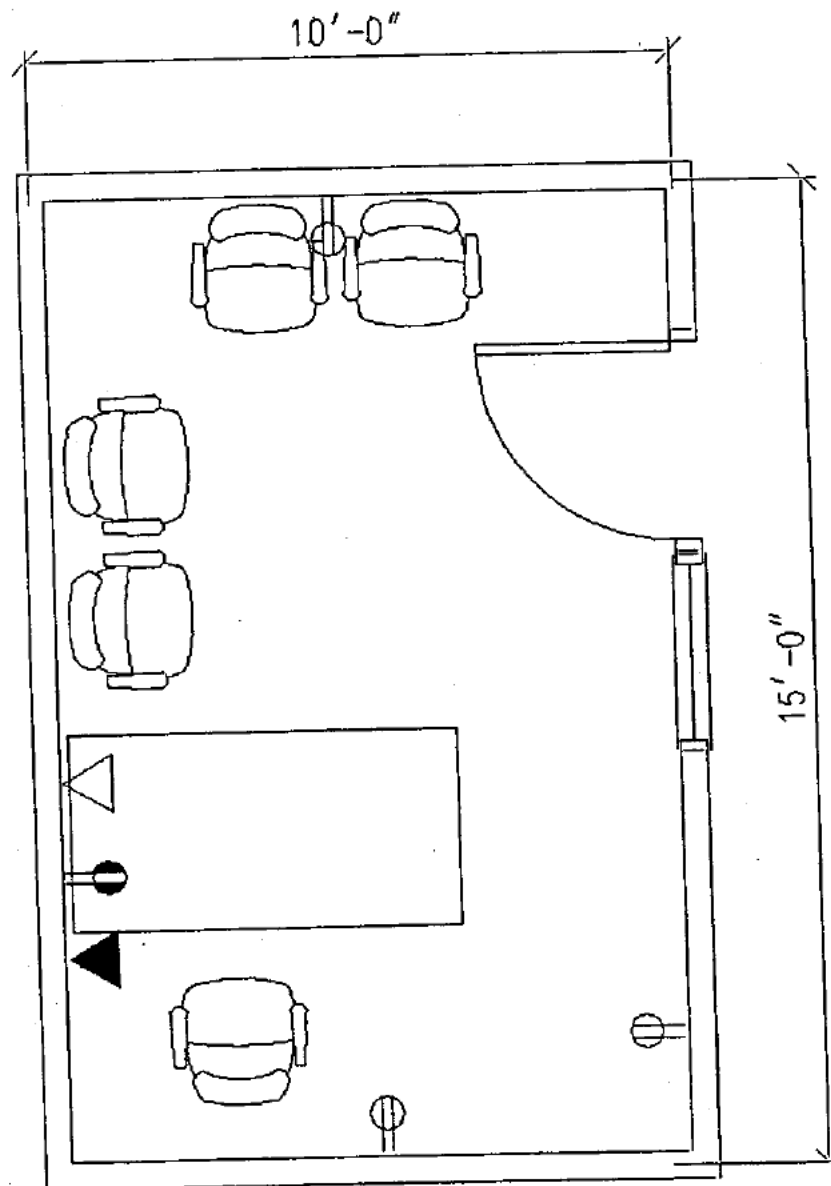
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 24 - Interview Room (Inv., D&D, Ins.)/Video Teleconference Room	Square Footage: 150
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Adequate power drops for consensual monitoring equipment. Include appropriate outlets for teleconferencing equipment. Telephone jack.
Acoustic Separation (STC):	STC 45
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with double-sided cylindrical Lock
Special Requirements:	Solid core wood door
Tenant Security:	Duress alarm, CCTV
Special Construction:	
Walls	
Ceilings	
Other	Sidelight (adjacent to door) constructed of up to 20 sq. ft. of 1/4" tempered glass and 2" metal frame with welded corners.
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	Sidelight to include adjustable window blinds
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 24
Interview Room (Inv., D&D, Ins), Video Teleconference Room

Square Footage: 150



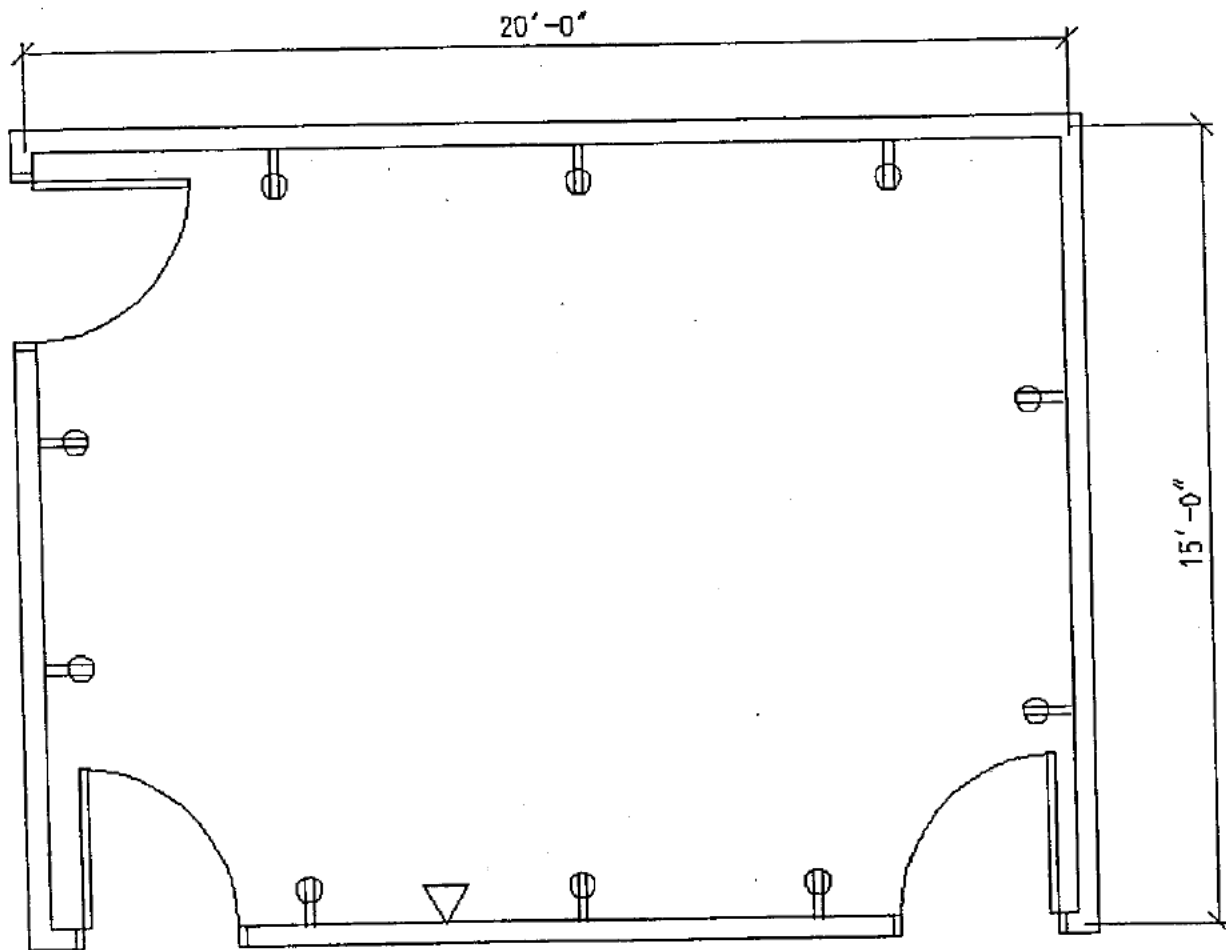
United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: 26 - Physical Fitness Room	Square Footage: Min. 300 2 sq. ft. per employee
Space Classification:	Office/SP-5A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Separately zoned HVAC
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	STC 45 minimum
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door with pneumatic door closure
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency: Next to Locker Rooms	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 26
Physical Fitness Room

Square Footage: Min. 300
2 sq. ft. per employee



United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

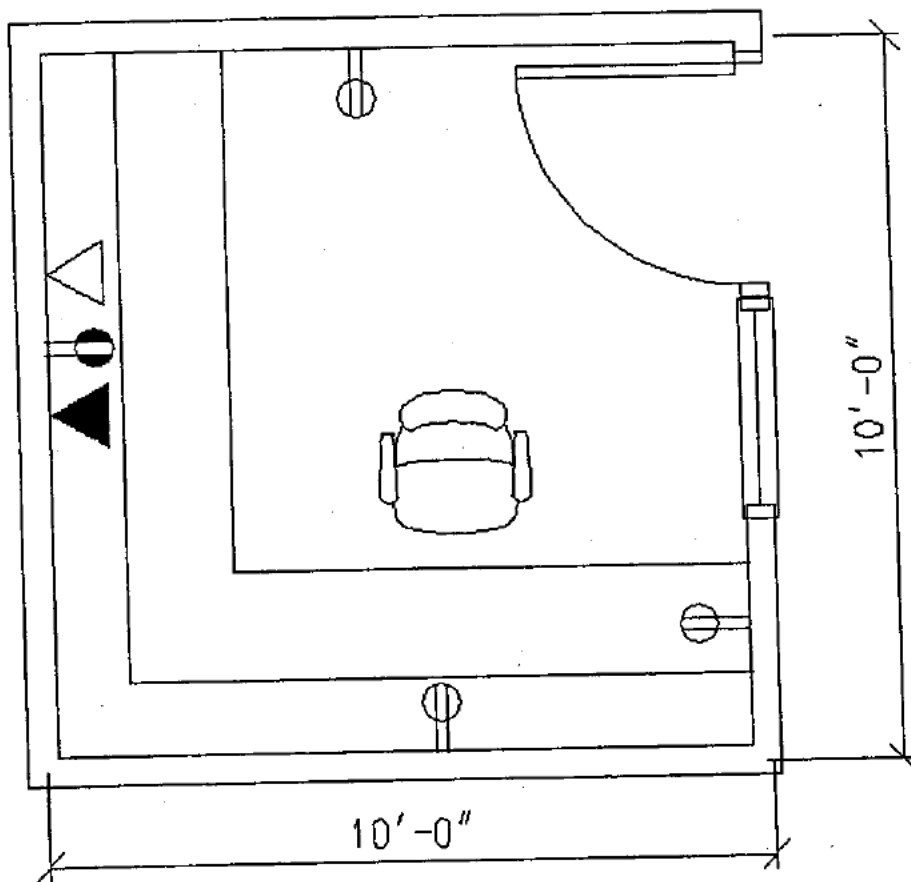
Design Number: 27 - Mail Room	Square Footage: 2 sq. ft. per employee
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	STC 45 minimum
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical push button, stand-alone electronic or card reader access control lock
Special Requirements:	Solid core wood Dutch door with 8" shelf. Separate minimum 1" throw deadbolt for top portion or a solid core wood door with pneumatic closure.
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	Slab to slab partitions with 9-11 gauge expanded metals
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

(b) (6)

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 27
Mail Room
Office

Square Footage: 2 sq. ft per
employee



United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: 29 – Alien Processing Room	Square Footage: Varies
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix D INS Hold Room Specifications
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	Per Appendix D Hold Room Specifications
Ceilings	Per Appendix D Hold Room Specifications
Other	Per Appendix D Hold Room Specifications
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

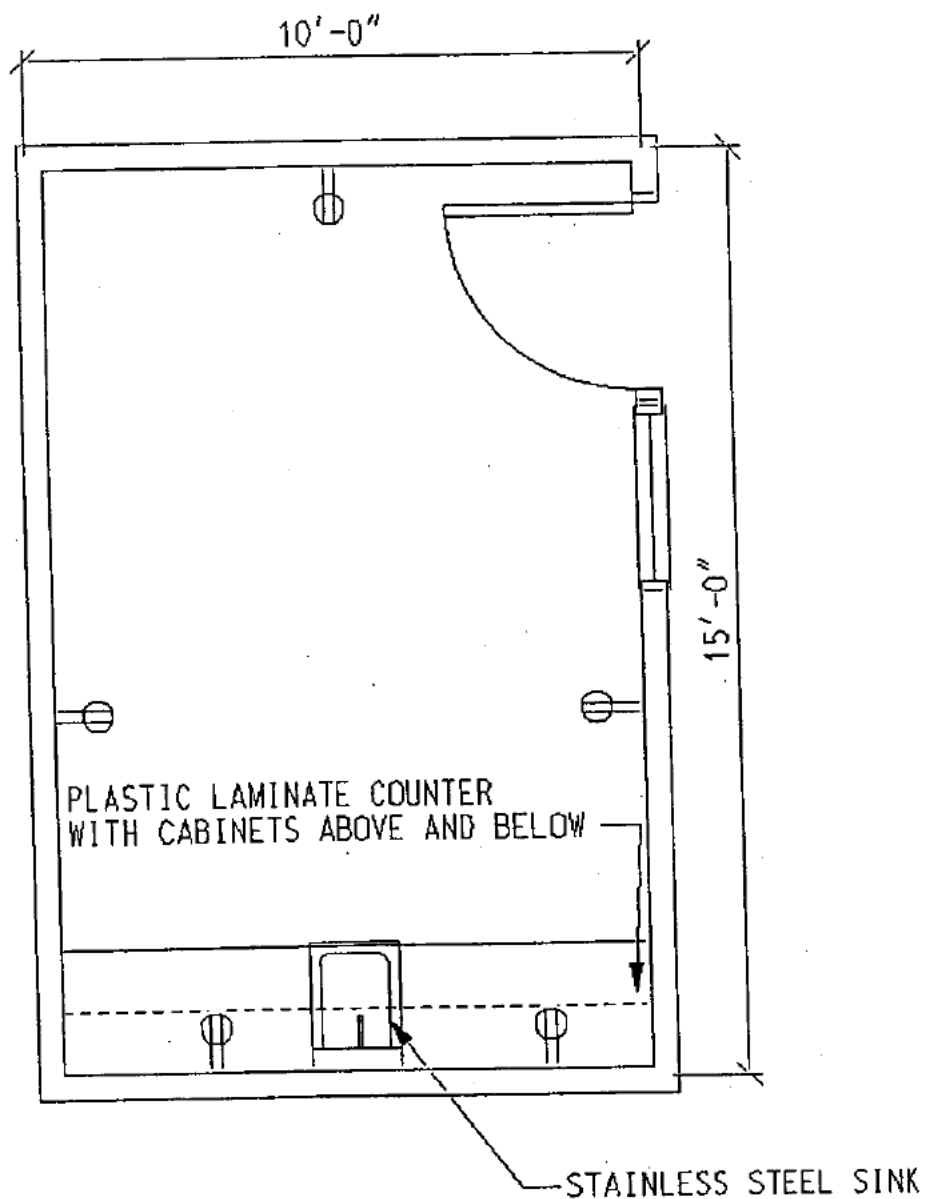
Remarks: Where ducts, registers, and other openings greater than 96 sq. inches penetrate the secure area, they shall be equipped with a screen constructed of 9-11 gauge expanded steel mesh securely bolted or riveted to the sides of the opening.

Adjacency: Must be adjacent to Hold Rooms, Deportation and Detention Unit, and Investigations Unit and separate secured access away from public areas

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 29
Alien Processing Room
SP-3A

Square Footage: Varies



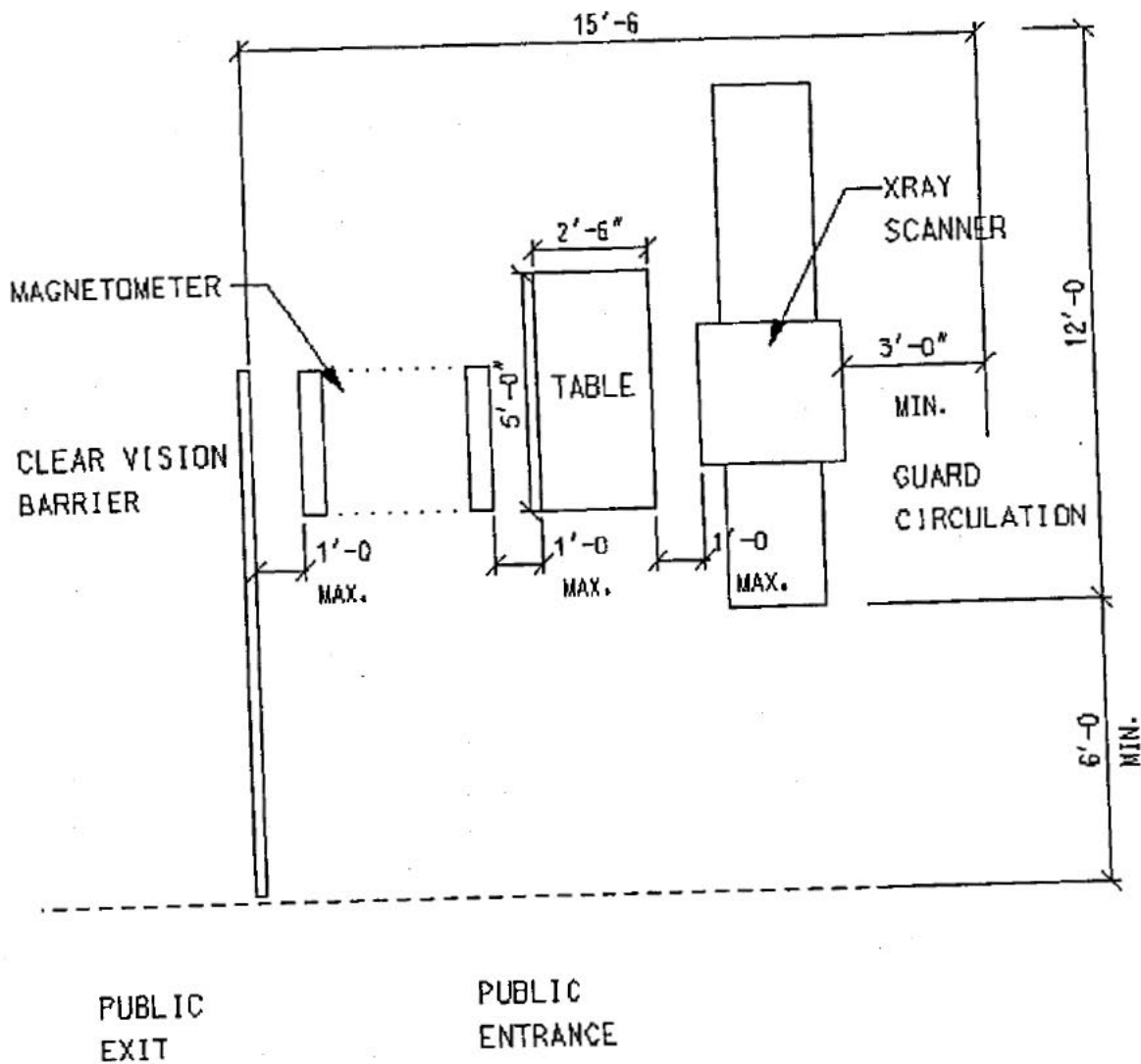
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 34- Security Screening	Square Footage: 280
Space Classification:	Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Electrical outlets required for magnetometer, x-ray scanner
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Per SFO
Tenant Security:	
Special Construction:	
Walls	Clear vision barrier on egress side
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	Clear vision barrier between public entrance and public exit
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: 34
Security Screening
Office

Square Footage: 280



APPENDIX C

ADMINISTRATIVE SUPPORT SPACE

(SUPPORT AREA)

Administrative support space allocations generally require alterations necessary to meet a particular special or storage classification. For example: Administrative support space consists of physical health facilities, food service areas, structurally changed spaced to accommodate the increased floor load of large file areas, computer rooms, and conference/training facilities.

The administrative support space allocations do not include factors for access circulation to and from other workspaces or for layout inefficiencies of the final space layout.

United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: S-3- Visitor Restrooms	Square Footage: Varies, Min. 170
Space Classification:	SP-1B
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	Per SFO
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	Ceramic tile floors and wainscoting, the top of the tile shall extend to 5' Above floor finish; Provide 13 oz. Vinyl fabric wall covering from top of Ceramic tile to ceiling
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Push/pull closer
Special Requirements:	Solid core wood door
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	Counter for changing babies
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

Remarks: One for each gender. Satisfactory security, however, construction should be designed to eliminate concealment areas for documents, drugs, weapons, or other contraband in the ceiling, walls, or receptacles.

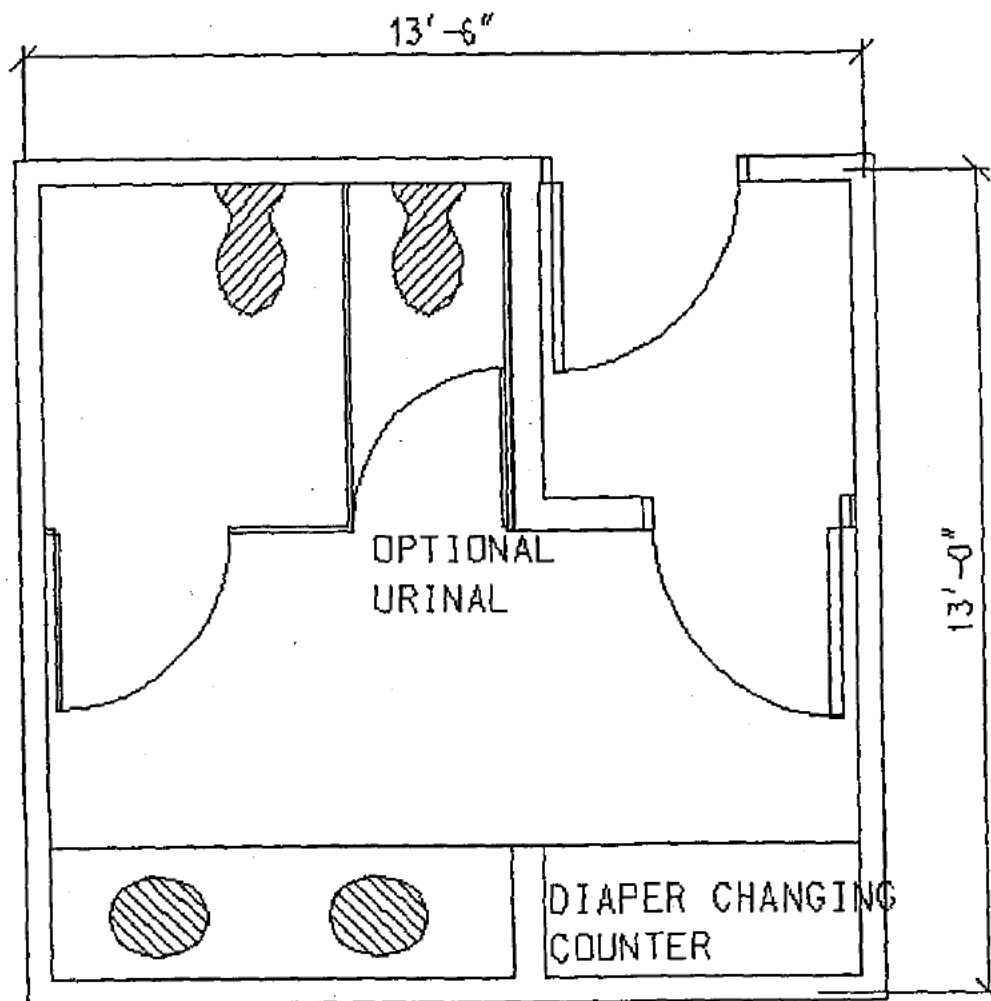
Adjacency: Should be adjacent to Public Waiting Room and Public Counter Area.

(b) (6)

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-3
Visitor Restrooms
SP-1B

Square Footage: Varies
Min. 170



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-4 – Evidence/Secure Document Storage (ES)	Square Footage: Varies
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	Per SFO
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical pushbutton, electronic stand-alone or card reader access control portal lock
Special Requirements:	Solid core wood door
Tenant Security:	PIR sensor per plan
Special Construction:	
Walls	Slab to slab construction with 9-11 gauge wire mesh
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	

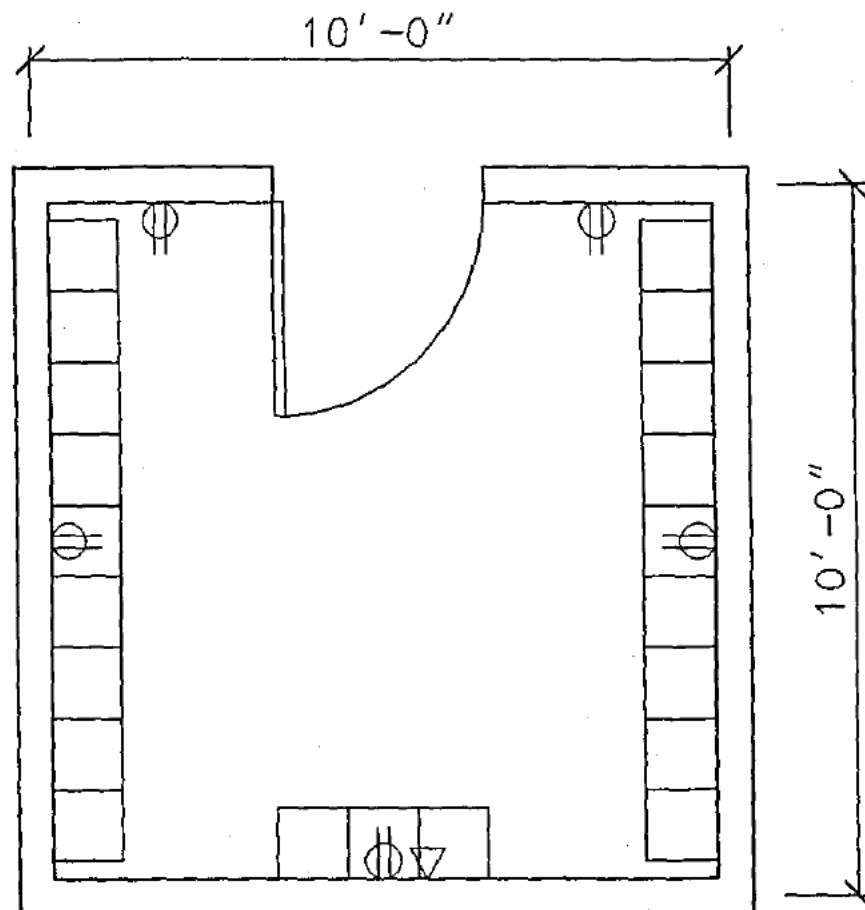
Remarks: Heat and smoke sensing devices will be tied into building's fire alarm system.

Adjacency:

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-4
Evidence/Secure Document Storage (ES)
SP-3A

Square Footage: Varies



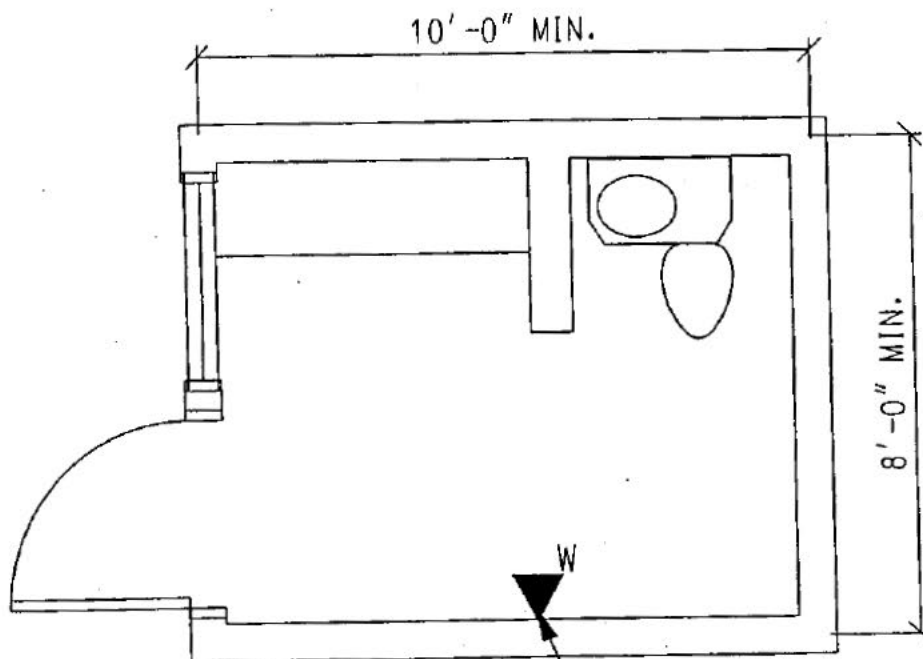
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-6 Male/Female Hold Rooms	Square Footage: Min. 80 sq. ft. for 7 detainees, For occupancy of 7 and above: 7 sq. ft. per detainee. 5 sq. ft. is allowed for the toilet fixture and 25 sq. ft. for an accessible turning radius.
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per Appendix D INS Hold Room Specifications
Plumbing Requirements:	Per Appendix D INS Hold Room Specifications
Electrical - Lighting (fc):	Per Appendix D INS Hold Room Specifications
Electrical - Power:	Per Appendix D INS Hold Room Specifications
Communications/ADP:	Per Appendix D INS Hold Room Specifications
Acoustic Separation (STC):	Per Appendix D INS Hold Room Specifications
Interior Finishes:	Per Appendix D INS Hold Room Specifications
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix D INS Hold Room Specifications
Special Requirements:	
Tenant Security:	CCTV per hold room
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	Signage stating maximum occupancy
Furniture (Government Furnished):	
Remarks: Additional toilets to be provided depending on occupancy. 1 telephone to be allotted for every 25 detainees	
Allow 7 unencumbered square feet per detainee.	
Adjacency: Adjacent to Holding Rooms and Alien Processing Area	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-6
Male/Female Hold Rooms
SP-3A

Square Footage: Min. 80 sq. ft.
for 7 detainees. For occupancy
of 7 and above, allow 7 sq. ft. per
detainee. 5 sq. ft. for the toilet
fixture and 25 sq. ft. for an
accessible turning radius.



PROVIDE ONE TELEPHONE
FOR EVERY 25 DETAINEES

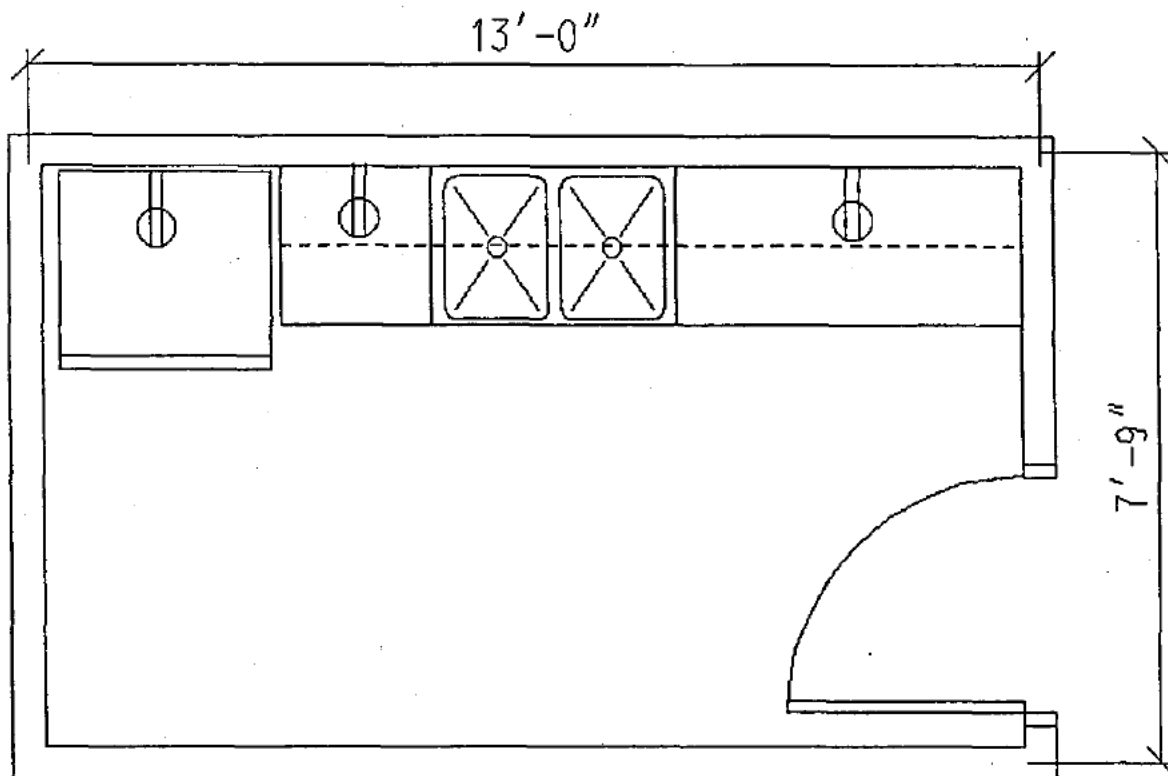
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-7 – Service Area	Square Footage: 100
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO plus Exhaust Fan
Plumbing Requirements:	Double bowl stainless steel sink with single lever faucet, garbage disposal
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Duplex outlets for refrigerator and microwave, dedicated outlet for microwave, ground fault interrupter circuits
Communications/ADP:	SFO
Acoustic Separation (STC):	SFO
Above Standard Finishes:	Per Appendix H
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I
Special Requirements:	Solid core wood door
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	8' of plastic laminate base and wall cabinets, post form counter top
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	Located within the secure processing area

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-7
Service Area
SP-2

Square Footage: 100



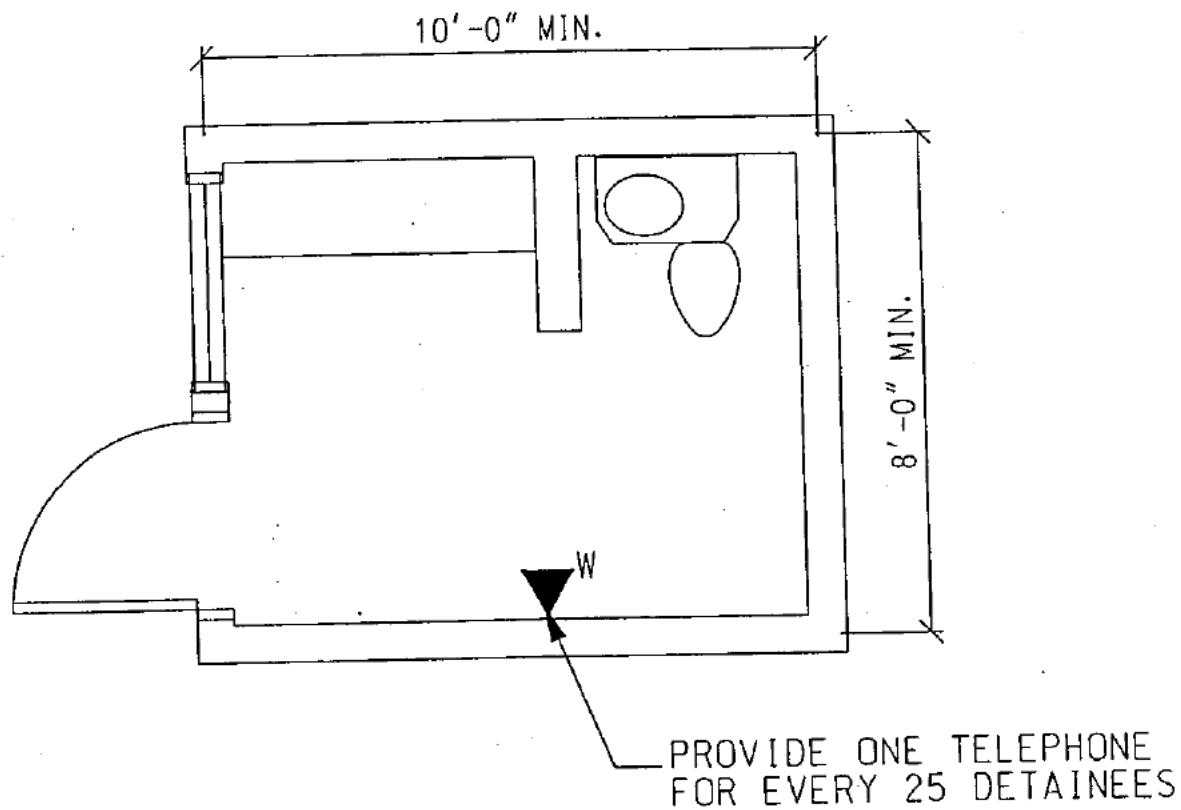
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-8 -Segregation Hold Room	Square Footage: 80
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per Appendix D INS Hold Room Specifications
Plumbing Requirements:	Per Appendix D INS Hold Room Specifications
Electrical - Lighting (fc):	Per Appendix D INS Hold Room Specifications
Electrical - Power:	Per Appendix D INS Hold Room Specifications
Communications/ADP:	Per Appendix D INS Hold Room Specifications
Acoustic Separation (STC):	Per Appendix D INS Hold Room Specifications
Interior Finishes:	Per Appendix D INS Hold Room Specifications
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix D INS Hold Room Specifications
Special Requirements:	
Tenant Security:	CCTV per hold room
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency: Must be outside of sight and sound separation from other holding rooms. Must be located so as room is in full view for direct supervision.	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-8
Segregation Hold Room
SP-3A

Square Footage: 80



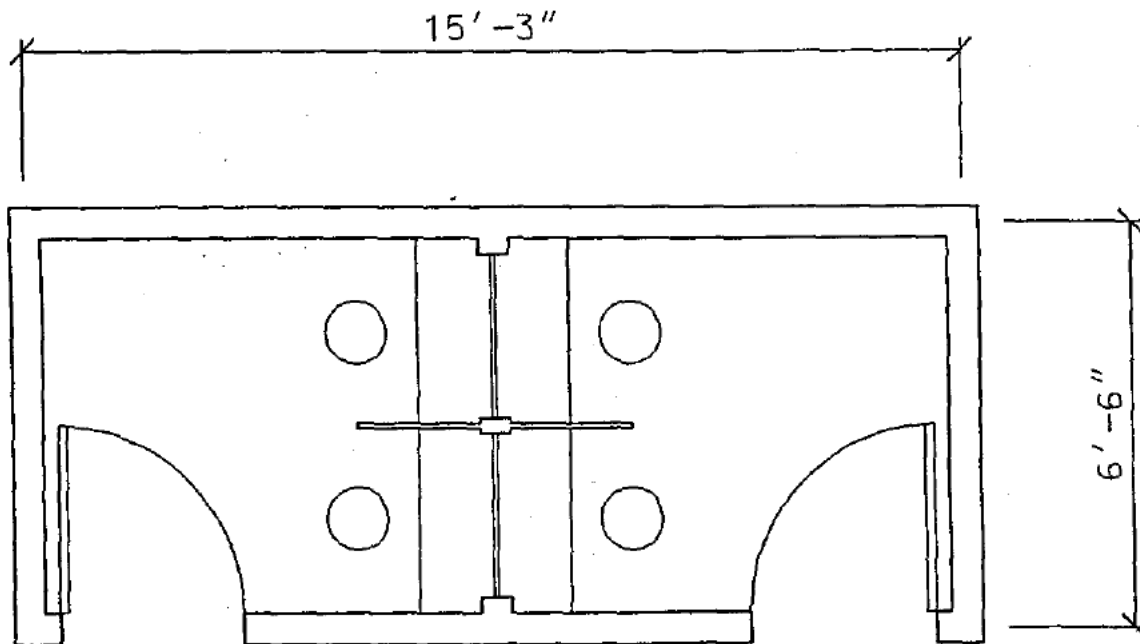
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-10 – Visitor's Booth	Square Footage: Min. 50. 1 per 300 sq. ft. of Hold Room
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per Appendix E INS No-Contact Visitation Area Specifications
Plumbing Requirements:	Per Appendix E INS No-Contact Visitation Area Specifications
Electrical - Lighting (fc):	Per Appendix E INS No-Contact Visitation Area Specifications
Electrical - Power:	Per Appendix E INS No-Contact Visitation Area Specifications
Communications/ADP:	Per Appendix E INS No-Contact Visitation Area Specifications
Acoustic Separation (STC):	Per Appendix E INS No-Contact Visitation Area Specifications
Interior Finishes:	Per Appendix E INS No-Contact Visitation Area Specifications
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix E INS No-Contact Visitation Area Specifications
Special Requirements:	
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency:	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-10
Visitors Booth
SP-3A

Square Footage: Min. 50
1 per 300 sq. ft. of Hold Room



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

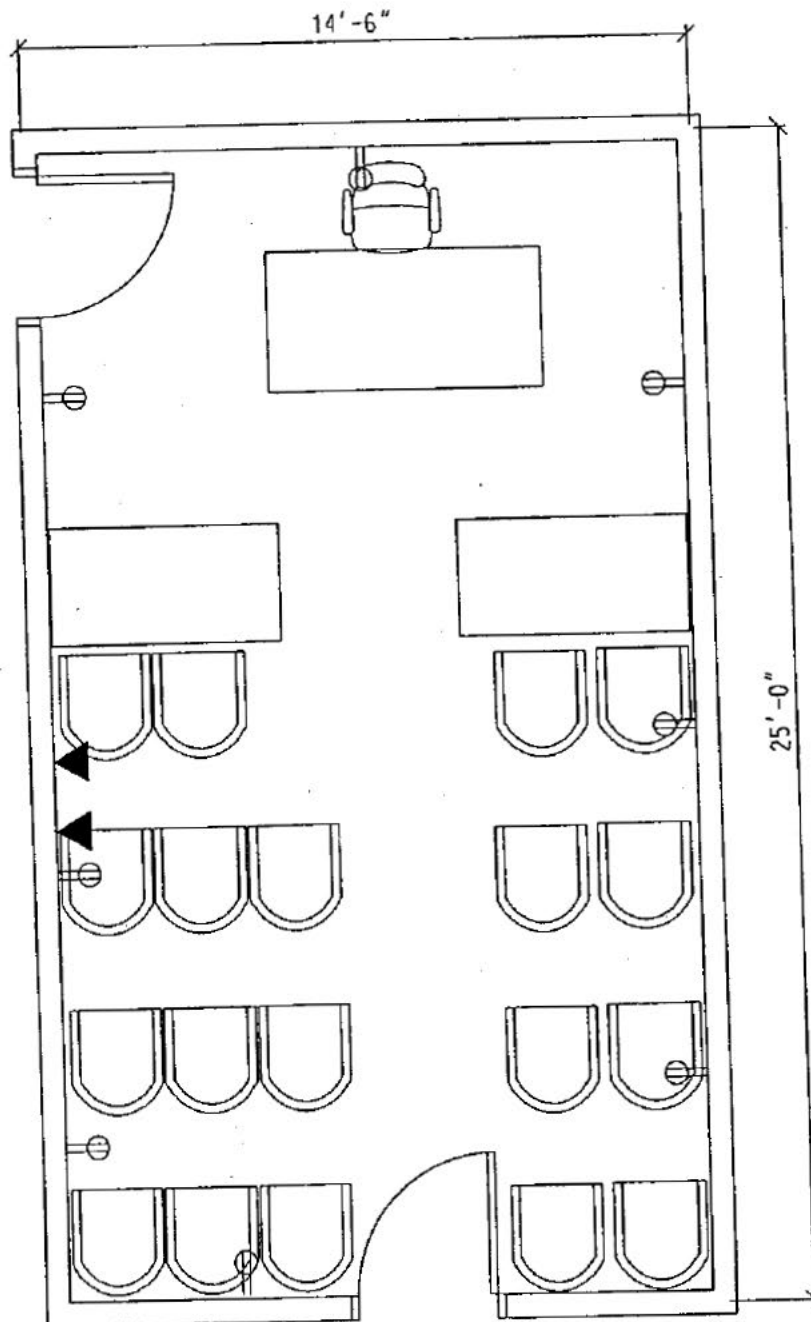
Design Number: S-11- Multipurpose Hearing Rooms	Square Footage: Min. 350, Max. 500
Space Classification:	SP-5A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Separately zoned HVAC with thermostat
Plumbing Requirements:	Per SFO
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Minimum of two telephone lines
Acoustic Separation (STC):	STC 45
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical push button, electronic stand-alone or card reader access control portal locks
Special Requirements:	Solid core wood door
Tenant Security:	Duress alarm, location to be determined
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Duress alarm location should be in close proximity of judge's area.	
Adjacency: Near Deportation and Detention Unit	

(b) (6)

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-11
Multi - purpose
SP-5A

Square Footage: Min. 350,
Max. 500



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-12 – Weapons Vault, Firearms/Ammunition Storage	Square Footage: Varies
Space Classification:	SP-3A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per Appendix G Armory Standards
Plumbing Requirements:	Per Appendix G Armory Standards
Electrical - Lighting (fc):	Per Appendix G Armory Standards
Electrical - Power:	Per Appendix G Armory Standards
Communications/ADP:	Per Appendix G Armory Standards
Acoustic Separation (STC):	Per Appendix G Armory Standards
Interior Finishes:	Per Appendix G Armory Standards
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls	9-11 gauge expanded steel mesh or 14-16 gauge sheet metal secured to metal or wood studs and covered on both sides with 5/8" gypsum wall board or slab-to-slab partition constructed of reinforced 8" masonry. Reinforcing shall be installed horizontally at 16" on center and vertically at 24" on center. All masonry shall include lintels.
Ceilings	Where ducts, registers, and other openings greater than 96 sq. inches penetrate the secure area, they shall be equipped with a screen constructed of 9-11 gauge expanded steel mesh securely bolted or riveted to the sides of the opening.
Other	Floor: VCT tile; If concrete floors and ceiling do not exist, install 9-11 gauge expanded steel mesh or 14-16 gauge sheet metal to floor and ceiling. The ceiling that is exposed to view shall be a suspended ceiling. Floor to support a live load of 150 lb. Per square foot.
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	

Furniture (Government Furnished):

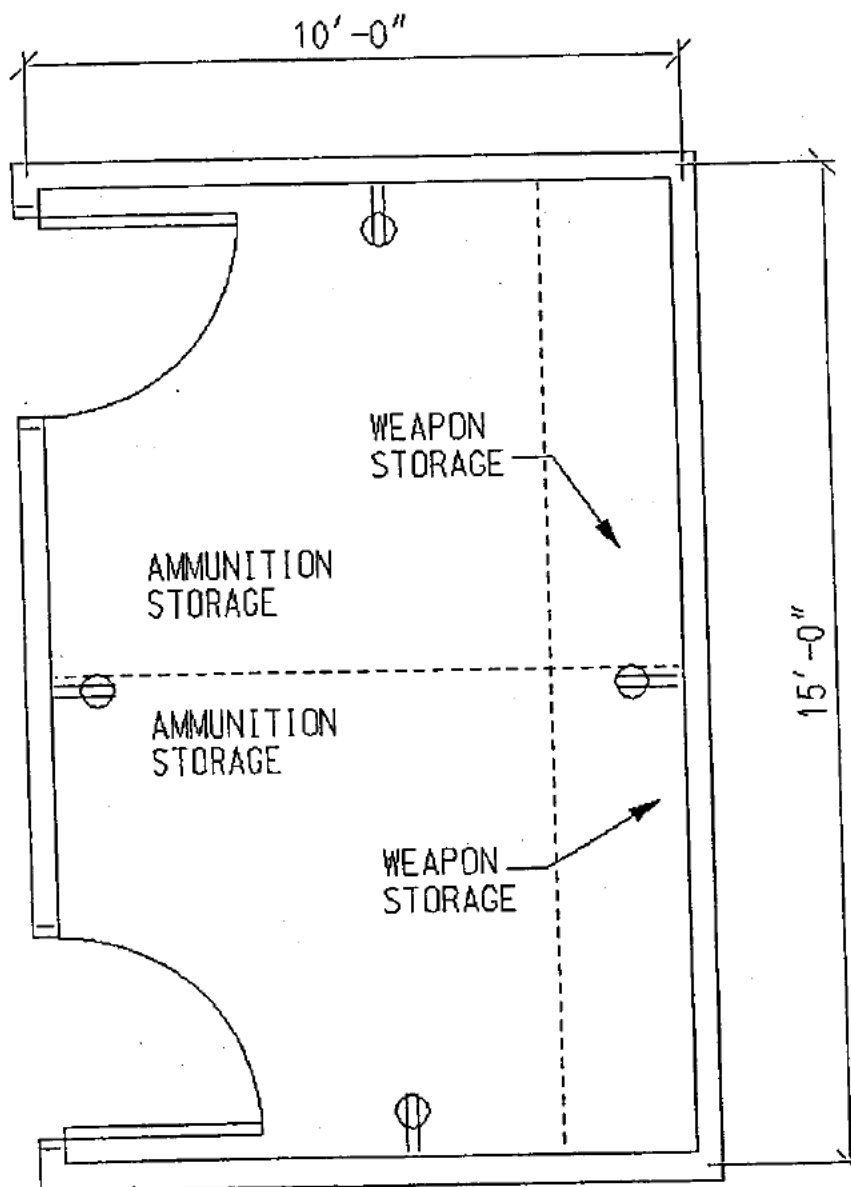
Remarks: Weapons must be segregated from ammunition and must also be segregated by program within the firearms/ammunition storage. The vault or storage room may be subdivided to accommodate multiple program storage requirements. Any such subdivision shall conform to the construction specifications outlined in the Construction Requirements for Armories, Appendix G shall be further subdivided to maintain segregation of firearms and ammunition utilizing the same specifications listed. The door to each program's storage area shall be equipped with a high security lock over which they have sole control of any key or access. Refer to Appendix I Door and Hardware Schedules for lock and hardware specifications.

Adjacency: Not to be accessed through secure detainee occupied areas

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-12
Weapons Vault
Firearms/Ammunition Storage
SP-3A

Square Footage: Varies



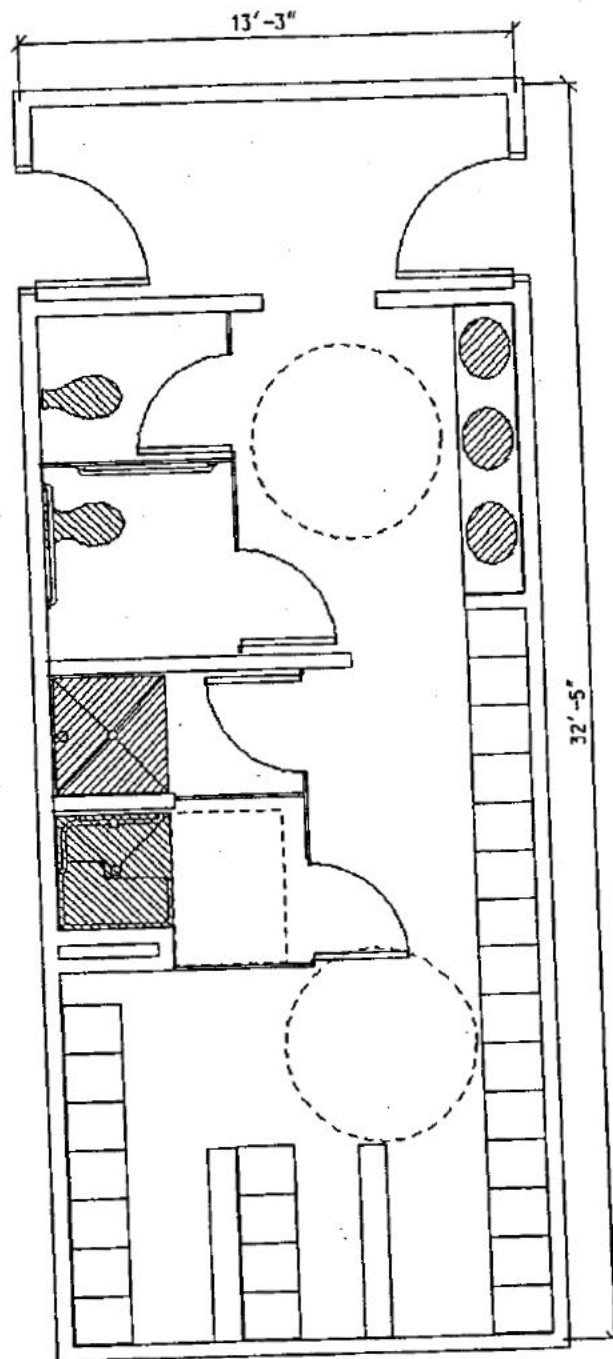
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-15 – Men's/Women's Locker Room	Square Footage: Varies
Space Classification:	SP-1B
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Ventilation/exhaust fans
Plumbing Requirements:	Sinks and Shower Stalls
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Duplex electrical outlets
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule, keyless entry system (if accessible from public corridor)
Special Requirements:	Solid core wood door with push and pull closer
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	Mirrors
Equipment (built in):	Shared Lockers
Furniture (Government Furnished):	
Remarks:	
Adjacency: One for each gender	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-15
Men's/Women's Locker Room
SP-1B

Square Footage: Varies



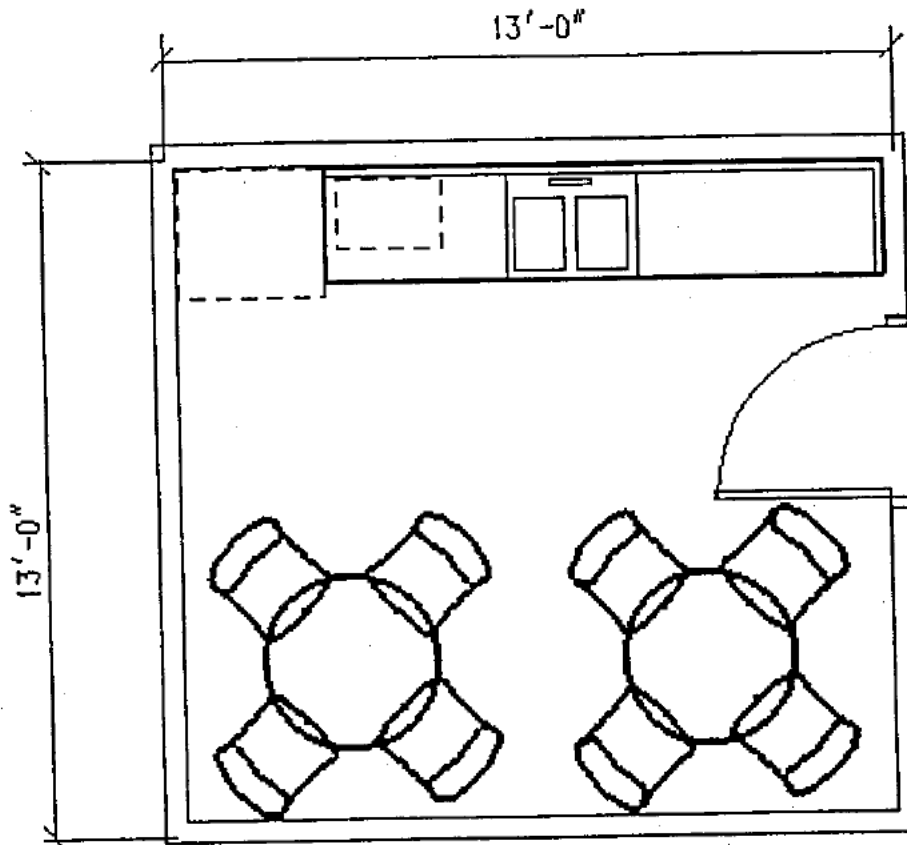
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-16 -- Break Room	Square Footage: Min. 150, 2 sq. ft. per employee
Space Classification:	Office/SP-2
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO, exhaust fan for room
Plumbing Requirements:	Double bowl stainless steel kitchen sink with garbage disposal mounted within a 8' base cabinet
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Electrical outlets for refrigerator and microwave. Dedicated duplex outlets for microwave oven and vending machine. Two ground fault convenience duplex outlets at the counter
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule
Special Requirements:	Solid core wood door
Tenant Security:	
Special Construction:	
Walls	
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	8' base cabinet with plastic laminate postform counter and 12'-6" of wall cabinets; all cabinets to be plastic laminate; upper cabinet with integral lock
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	SP-2 cleaning provided by GSA. Provide and install cable television or satellite dish and cable system.
Adjacency:	Vending facilities, if necessary, are to be provided per the SFO.

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-16
Break Room
SP-2

Square Footage: Min. 150
2 sq. ft. per employee



United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-17 – Conference/Training Room	Square Footage: Min. 300, 5 sq. ft. per employee
Space Classification:	SP-5A
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Separately zoned HVAC. Provide supply and return each side of dividing partition.
Plumbing Requirements:	
Electrical - Lighting (fc):	Dimmer switch. Eyeball incandescent light on separate switch
Electrical - Power:	Per SFO
Communications/ADP:	Ceiling speakers
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with minimum 1" throw deadbolt lock
Special Requirements:	Solid core wood door
Tenant Security:	
Special Construction:	
Walls	Chair rail. Include blocking in wall for marker board and projection screen
Ceilings	
Other	Folding partitions
Additional Requirements:	
Casework (built in):	
Specialties (built in):	Blocking in wall to accommodate marker board and projection screen
Equipment (built in):	
Furniture (Government Furnished):	Marker board and projection screen to be provided as government furnished equipment

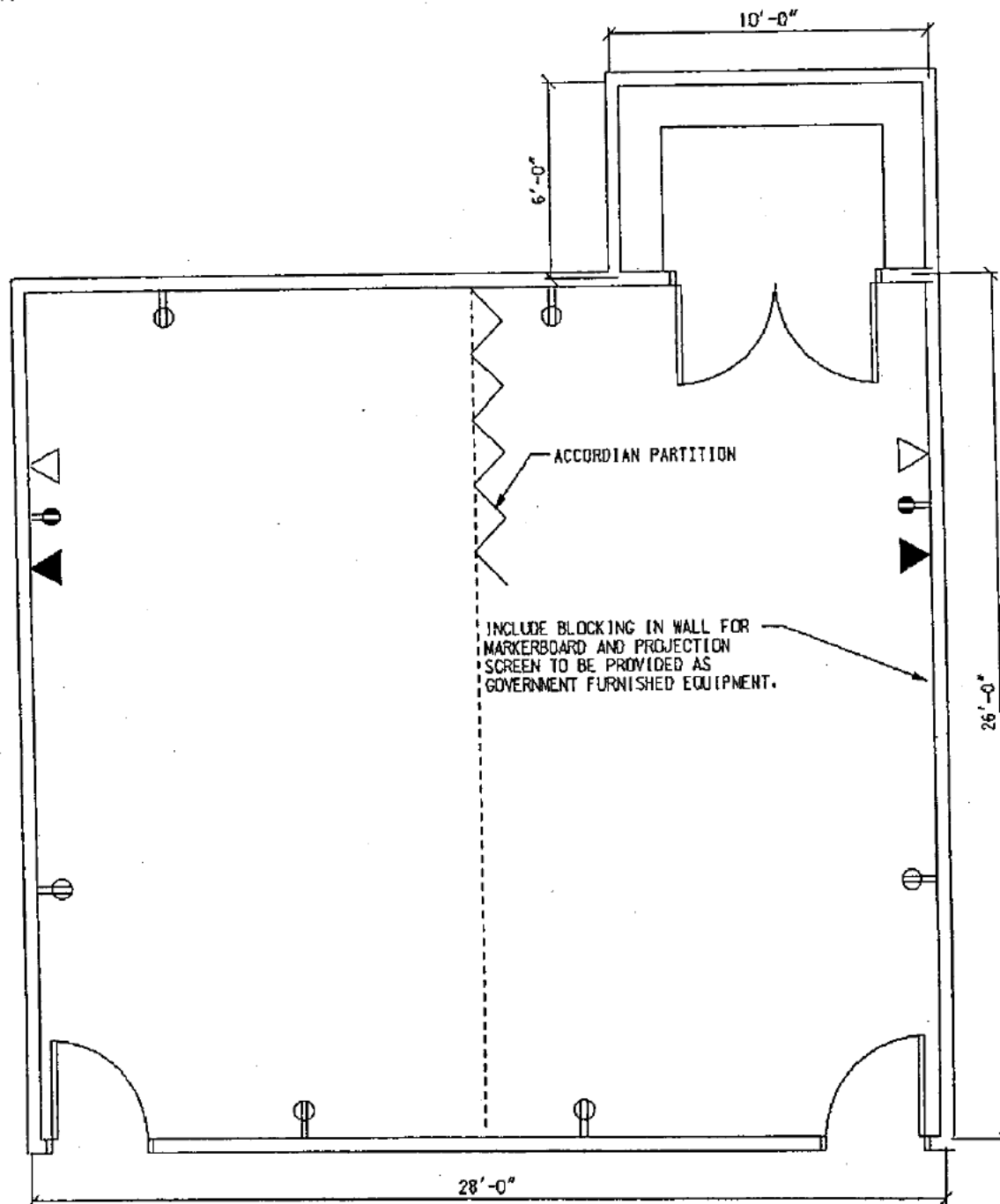
Remarks: Coat closet of 30 square feet with a shelf and a single door with a lock. Provide and install cable television or satellite dish and cable system.

Adjacency:

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-17
Conference/Training Room
SP-5A

Square Footage: Min. 300
5 sq. ft per employee



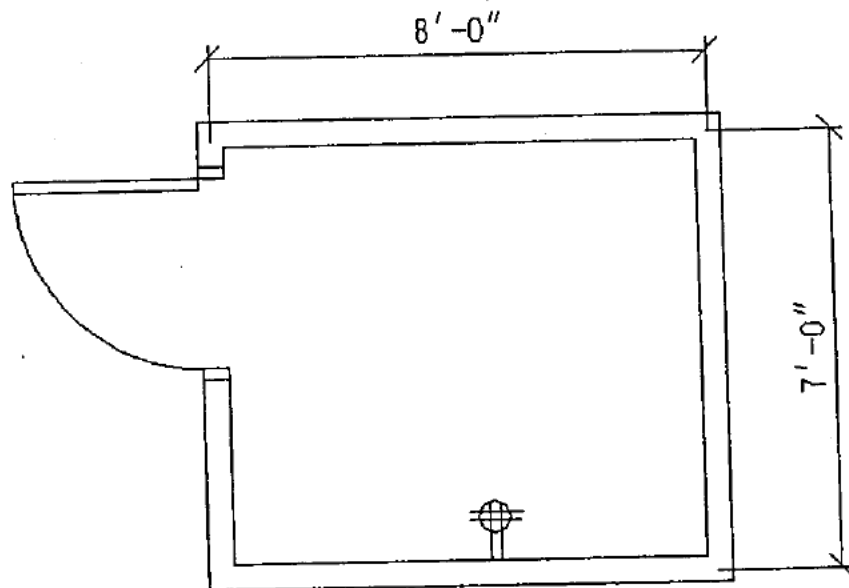
United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

Design Number: S-18 - Remote Wiring Closet/PBX Equipment/Telephone Room	Square Footage: Min. 75
Space Classification:	SP-4
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Dedicated self-contained separately zoned HVAC with humidity control. Temperature range: 65F to 85F, Humidity: 20% - 60% max., non-condensing, Altitude: 3024m (10,000 ft), Operation 24 hrs, 7 days per week
Plumbing Requirements:	No risers in partitions or overhead.
Electrical - Lighting (fc):	Provide lighting per ANSI.
Electrical - Power:	2 - 20 amp dedicated circuits with 2 quad outlets each. 8 grounded outlets per circuit. A certified electrical ground and bus shall be installed into each closet for communications equipment grounding and be connected to a dedicated building ground that is compliant with the ANSI/TIA/EIA 607.
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with minimum mechanical push button
Special Requirements:	Hollow core metal door, outward swing. No closer unless spec. by code.
Tenant Security:	
Special Construction:	
Walls	Slab to slab partitions, 3/4" fire retardant painted plywood for walls. Size and quantity to be determined.
Ceilings	
Other	
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Telephone closets are to be 8' - 9' where new closets are constructed. Provide a min. of one closet per 16,000 sq. ft. Sprinkler system should be zoned not to go off in this room if allowed by codes.	
Adjacency: One closet per 16,000 square feet. In multi-story buildings, closets must be vertically stacked.	

United States Department of Justice
Immigration and Naturalization Service
SPACE ALLOCATION STANDARDS
FOR DISTRICT AND SUB-OFFICES

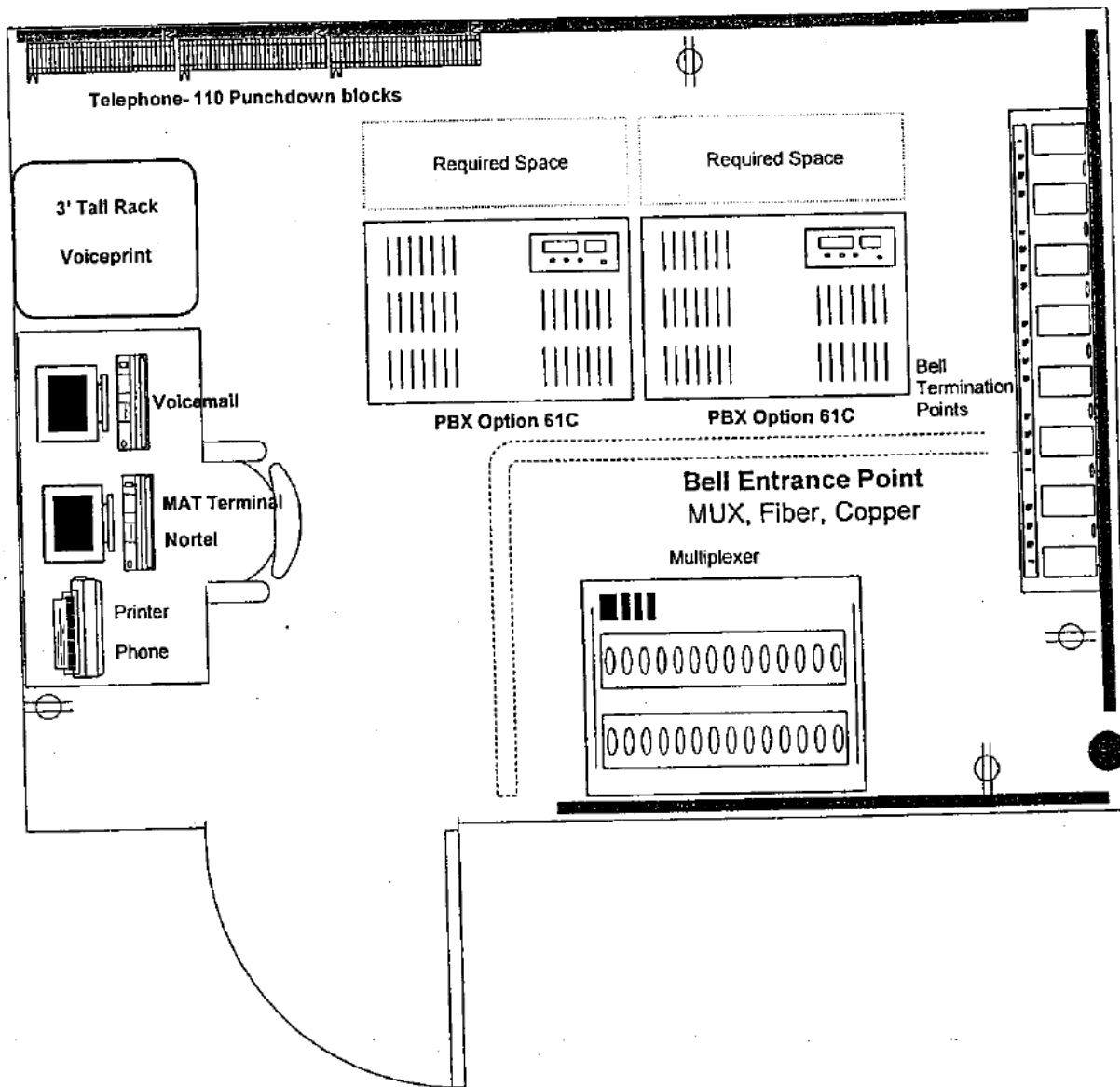
Design Number: S-18
Remote Wiring Closet, PBX Equipment/Telephone Room
SP-4

Square Footage: Min. 75



PBX Equipment/Telephone Room

10' x 14' Telephone Room Only



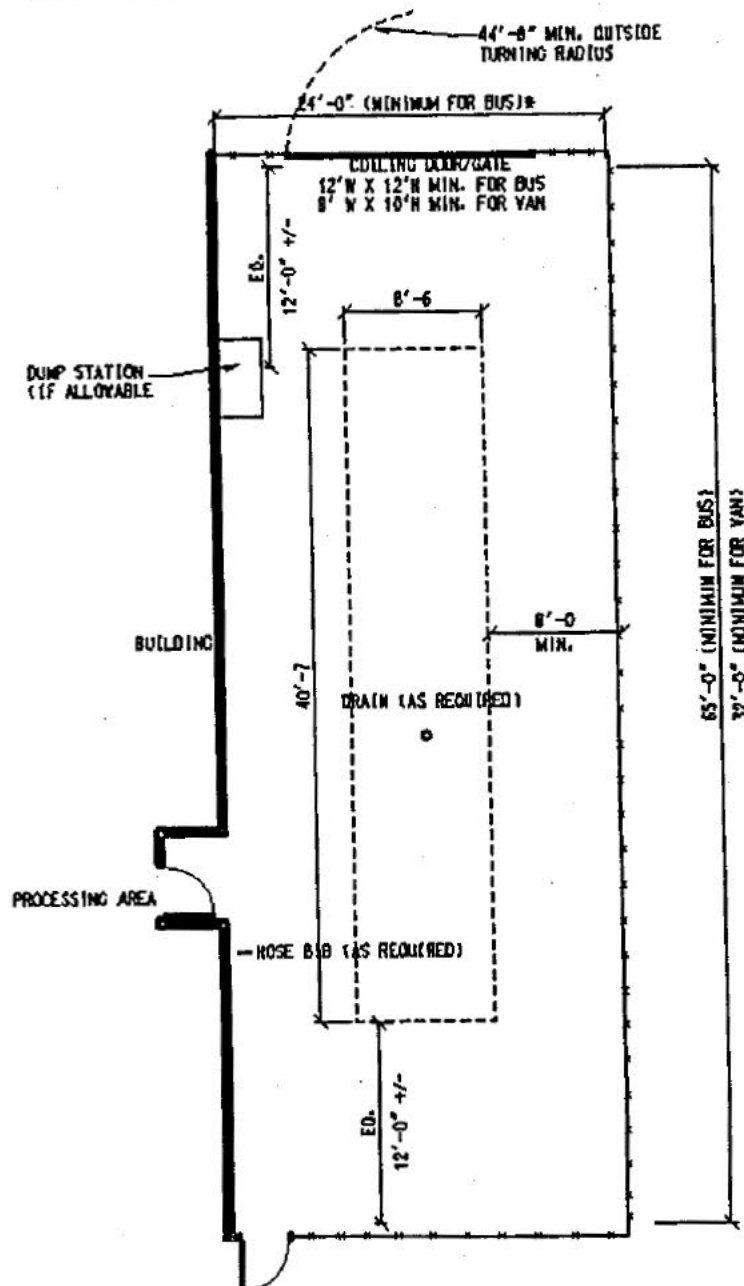
United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: S-19 – Sallyport	Square Footage: 1,560 min. for bus as INS Standard, 600 min. for van if preferred
Space Classification:	SP-6
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	Hose bib and floor drain (frost free if required)
Electrical - Lighting (fc):	Instant on lighting with a light level of 30 foot candles
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	
Floors:	Sealed concrete or bituminous paving
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Mechanical pushbutton, electronic stand-alone or card reader access Control portal lock
Special Requirements:	12' wide mechanically operated lockable gate
Tenant Security:	CCTV per plan
Special Construction:	
Walls	
Ceilings	
Other	Space must be secured with a chain link fence to be attached to underside of metal canopy cover. Sewage dump station to be provided where allowed.
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks: Privacy screening to be provided as required. Anti-climb mesh on inside of fence and gate. Space shall be located within the secure government vehicle parking area. A drive through sallyport is preferred but is not required.	
Adjacency: Bus must have clear entrance to Sallyport and direct, protected access to the D&D Area (dedicated elevator if on other than the ground floor). The entrance to the Sallyport must be paved with an adequate thickness and composition to support the weight of the van or bus that will use the facility. Geometric features and clearances, including the inside and outside turning radius for the vehicles will be provided to GSA depending on the vehicles owned or used by the INS. The approach and exit must be clearly marked and wheel stops provided.	

United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: S-19
 Sallyport SP-6

Square Footage: 1,560 min. for bus
 600 min. for van



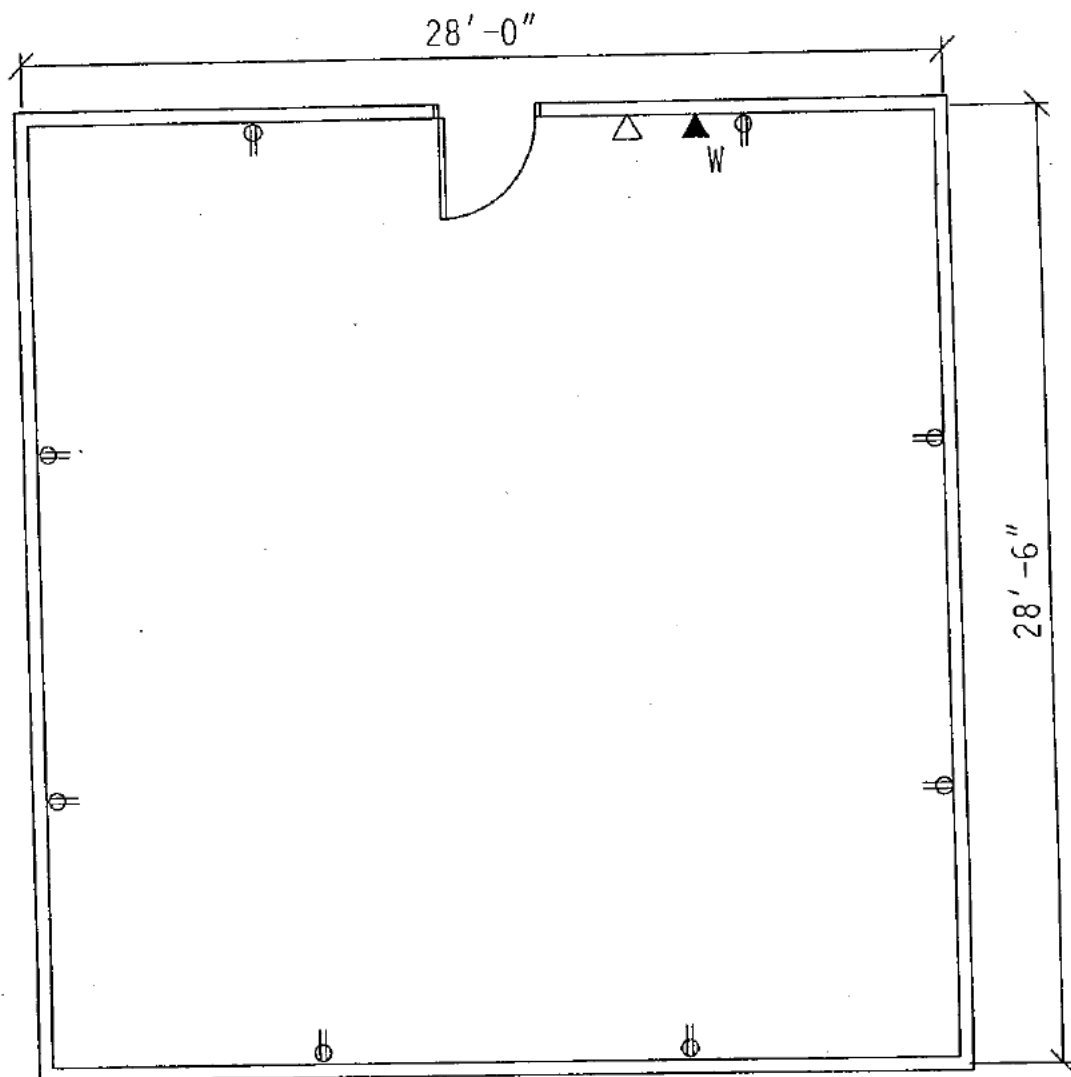
* BASED ON 40'-7" LONG BY 8'-6" WIDE
 BY 11'-7" HIGH MCI MODEL 10203 MOTOR COACH
 GROSS VEHICLE WEIGHT 44,400 LBS.

United States Department of Justice
 Immigration and Naturalization Service
 SPACE ALLOCATION STANDARDS
 FOR DISTRICT AND SUB-OFFICES

Design Number: S-20 – Bulk Storage	Square Footage: Min. 800, 15 sq. ft per employee
Space Classification:	ST-1/Office
Normal Occupancy:	Daily, 8-10 hours
HVAC Requirements:	Per SFO
Plumbing Requirements:	
Electrical - Lighting (fc):	Per SFO
Electrical - Power:	Per SFO
Communications/ADP:	Per SFO
Acoustic Separation (STC):	Per SFO
Interior Finishes:	Per Appendix H Interior Room Finish Schedule
Floors:	Sealed concrete floor (if ST-1), vinyl tile (if Office)
Base:	
Walls:	
Ceilings:	
Ceiling Heights:	
Doors:	
Exterior - Hardware Sets:	
Interior - Hardware Set:	Per Appendix I Door and Hardware Schedule with minimum 1" throw deadbolt
Special Requirements:	Solid core wood doors or other doors appropriate to finish of space (door openings shall be wide enough to allow the passage of hand Trucks; minimum width 4'-0", double doors with flushbolts)
Tenant Security:	PIR sensors per plan
Special Construction:	
Walls	Slab to slab, wire mesh partitioning or some other method of securing space
Ceilings	
Other	Floor loading of 150 lb. per sq. ft
Additional Requirements:	
Casework (built in):	
Specialties (built in):	
Equipment (built in):	
Furniture (Government Furnished):	
Remarks:	
Adjacency: If necessary, locate next to loading dock and freight elevator.	

Design Number: S-20
Bulk Storage
ST-1/Office

Square Footage: Min. 800
15 sq. ft. per employee



(b) (6)

APPENDIX H

IMMIGRATION AND NATURALIZATION SERVICE
UNITED STATES DEPARTMENT OF JUSTICE

INTERIOR ROOM FINISH SCHEDULE

FACILITES AND ENGINEERING BRANCH

ROOM FINISH SCHEDULE INS SPACE ALLOCATION STANDARDS

PART 1 - GENERAL

FLOOR

CT	Ceramic Tile	CT-1	Unglazed ceramic tile
QT	Quarry Tile	QT	Quarry tile
TZ	Terrazzo	TZ	Terrazzo
VCT	Vinyl Composition Tile		
	VCT-1	Standard grade vinyl composition tile	
	VCT-2	Chemical resistant vinyl composition tile	
	VCT-3	Anti-Static vinyl composition tile	
CPT	Carpet		
	CPT-1	26 oz. Carpet, per SFO	
	CPT-2	36 oz Carpet,	
AF	Access Flooring		
CS	Concrete, Sealed		

BASE

RB	Resilient Vinyl Base
CT	Ceramic Mosaic Tile
	CT-1 Unglazed ceramic tile,
	CT-2 Glazed ceramic tile base
QT	Quarry Tile
	QT Quarry tile base

WALL

CT	Ceramic Tile
	CT-2 Glazed ceramic tile
PNT	Paint
VWC	Vinyl Wallcovering
	VWC-1 Type I, 13 oz., vinyl fabric wall covering
	VWC-2 Type II, 21 oz., vinyl fabric wall covering
RS	Resilient Sheet Wallcovering
	RS Semi-rigid vinyl/acrylic alloy wall covering
PLM	Plastic Laminate

CEILING

CON	Exposed cast-place or pre-cast structural concrete ceiling
GB	Gypsum board Ceiling
AM	Acoustical Material
AM	Acoustical lay in grid panels, mineral fiber construction
MS	Metal Security Ceilings
	MS 14 gauge steel plates with internal stiffeners or metal pan, fire rated, sound deadened, vandal proof factory finish
PNT	Paint

SPACE TYPE:

O	Open Area (Workstation)
P	Private Area (Hardwalled)
SP	Semi-Private Area (Workstation with high partitions and door.)

ROOM FINISH SCHEDULE

UNITED STATES DEPARTMENT OF JUSTICE SPACE ALLOCATION STANDARDS FOR DISTRICT AND SUB OFFICES

DESIGN NO.	ROOM NAME	FLOOR	WALLS	CEILING	HEIGHT	SPACE TYPE	
NO.	ROOM NAME	MATL.	BASE	MATL.	FIN.	HEIGHT	TYPE
APPENDIX A WORKSTATIONS							
A	DISTRICT DIRECTOR	CPT-2	RB	VWC-1	AM	9'-0"	P
B	DEPUTY DISTRICT DIRECTOR	CPT-2	RB	VWC-1	AM	9'-0"	P
	ASSISTANT DISTRICT DIRECTOR (ADMIN., EXAM, D&D, INV., RECORDS & INFO.)	CPT-2	RB	VWC-1	AM	9'-0"	P
B	OFFICER IN CHARGE	CPT-2	RB	VWC-1	AM	9'-0"	
B	SUPERVISORY ATTORNEY/DIST. COUNSEL	CPT-2	RB	VWC-1	AM	9'-0"	P
B	ASSISTANT OFFICER IN CHARGE (AOIC)	CPT-2	RB	VWC-1	AM	9'-0"	P
C	ADMINISTRATIVE OFFICER	CPT-1	RB	PNT	AM	9'-0"	P
C	ATTORNEY	CPT-1	RB	PNT	AM	9'-0"	P
C	DEPORTATION OFFICER	CPT-1	RB	PNT	AM	9'-0"	P
C	DISTRICT ADJUDICATION OFFICER	CPT-1	RB	PNT	AM	9'-0"	P
C	EEO OFFICER (FULL TIME)	CPT-1	RB	PNT	AM	9'-0"	P
C	EOIR JUDGE	CPT-1	RB	PNT	AM	9'-0"	P
C	SECURITY OFFICER	CPT-1	RB	PNT	AM	9'-0"	P
C	SPECIAL PROJECTS OFFICER (SPO)	CPT-2	RB	VWC-1	AM	9'-0"	P
C	SPO PUBLIC AFFAIRS OFFICER/PUBLIC INFORMATION OFFICER (FULL TIME)	CPT-2	RB	VWC-1	AM	9'-0"	P
C	SPO SPECIAL ASSISTANT	CPT-1	RB	PNT	AM	9'-0"	P
C	SPO COMMUNITY RELATIONS OFFICER	CPT-1	RB	PNT	AM	9'-0"	P
C	SPO CONGRESSIONAL LIAISON OFFICER	CPT-1	RB	PNT	AM	9'-0"	P
C	SUPERVISORY GS-13 OR ABOVE	CPT-1	RB	PNT	AM	9'-0"	P
D	PARALEGAL SPECIALIST	CPT-1	RB	PNT	AM	9'-0"	P
D	RECORDS OFFICER	CPT-1	RB	PNT	AM	9'-0"	P
D	SUPERVISORY GS-10 TO GS-12	CPT-1	RB	PNT	AM	9'-0"	P
E	EEO OFFICER (COLLATERAL DUTY)	CPT-1	RB	PNT	AM	9'-0"	SP
E	LEGAL TECHNICIAN	CPT-1	RB	PNT	AM	9'-0"	SP
D1	SUPERVISOR: GS-9 OR BELOW	CPT-1	RB	PNT	AM	9'-0"	SP
E	PERSONNEL SPECIALIST/OFFICER	CPT-1	RB	PNT	AM	9'-0"	SP
F	ACCOUNTING TECHNICIAN	CPT-1	RB	PNT	AM	9'-0"	O
F	COMPUTER ANALYST	CPT-1	RB	PNT	AM	9'-0"	O
F	EOIR CLERK	CPT-1	RB	PNT	AM	9'-0"	O

DESIGN NO.		FLOOR		WALLS	CEILING			SPACE TYPE
NO.	ROOM NAME	MATL	BASE	ALL	MATL	FIN	HEIGHT	

APPENDIX A WORKSTATIONS (CONT)

APPENDIX A WORKSTATIONS (CONT)

F	CONTRACTING OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	O
F	LEGAL ASSISTANT	CPT-1	RB	PNT	AM	--	9'-0"	O
F	PROFESSIONAL FACILITY MANAGEMENT POSITION	CPT-1	RB	PNT	AM	--	9'-0"	O
F	PROGRAM ANALYST (INV., DDP, EXAM)/MGMT. ASST.	CPT-1	RB	PNT	AM	--	9'-0"	O
F	PURCHASING AGENT	CPT-1	RB	PNT	AM	--	9'-0"	O
F	MANAGEMENT ANALYST	CPT-1	RB	PNT	AM	--	9'-0"	O
F	STAFFING ASSISTANT	CPT-1	RB	PNT	AM	--	9'-0"	O
F	SECRETARY (DISTRICT COUNSEL)	CPT-1	RB	PNT	AM	--	9'-0"	O
F	CRIMINAL INVESTIGATOR/SPECIAL AGENT	CPT-1	RB	PNT	AM	--	9'-0"	O
G	CLERKS (ALL)	CPT-1	RB	PNT	AM	--	9'-0"	O
G	DETENTION ENFORCEMENT OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	O
G	INSPECTOR	CPT-1	RB	PNT	AM	--	9'-0"	O
G	INTERPRETER	CPT-1	RB	PNT	AM	--	9'-0"	O
G	INVESTIGATIVE ASSISTANT	CPT-1	RB	PNT	AM	--	9'-0"	O
G	RECORDS TECHNICIAN	CPT-1	RB	PNT	AM	--	9'-0"	O
G	SECRETARY (DIRECTOR/EXAMS)	CPT-1	RB	PNT	AM	--	9'-0"	O
G	STATUS VERIFIER	CPT-1	RB	PNT	AM	--	9'-0"	O
G	IMMIGRATION INFO. OFFICER	CPT-1	RB	PNT	AM	--	9'-0"	O

APPENDIX B SUPPORT AREA

1	RECEPTION (DIRECTOR)	CPT-2	RB	WVC-1	AM	--	9'-0"	P
2	RECEPTION (ADMIN)	CPT-1	RB	PNT	AM	--	9'-0"	P
3	COPIER/STORAGE	VCT-1	RB	PNT	AM	--	9'-0"	P
4	STORAGE COMPONENTS	--	--	--	--	--	--	--
5	SUPPLY ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
6	ADP/SUPPORT WORKSTATION-JOINT USE	CPT-1	RB	PNT	AM	--	9'-0"	O
7	COMPUTER STORAGE ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
8	ADMINISTRATION CONFERENCE ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
9	A-FILE ROOM/LITIGATION FILING RM.	VCT-1	RB	PNT	AM	--	9'-0" MIN.	P
10	PUBLIC WAITING ROOM	VCT-1	RB	RS	AM	--	9'-0"	P
11	VOLAG ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
12	PHOTO PRINT AREA	VCT-1	RB	PNT	AM	--	9'-0"	P
13	PUBLIC READING ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
14	APSO INTERVIEW ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
14	FOIA INTERVIEW ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
15	PUBLIC CONTACT COUNTER	CPT-1	RB	PNT	AM	--	9'-0"	O
16	CASHIER'S/ACCOUNTING ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
17	CITIZENSHIP WAITING ROOM	CPT-1	RB	RS	AM	--	9'-0"	P
18	VISITOR WAITING ROOM (EXAMS)	CPT-1	RB	PNT	AM	--	9'-0"	P

DESIGN NO.	ROOM NAME	FLOOR	WALLS	CEILING	SPACE TYPE			
		MATL	BASE	ALL	MATL	FIN	HEIGHT	
APPENDIX B SUPPORT AREA (CONT.)								
19	TECHNICAL EQUIPMENT ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
20	PROPERTY STORAGE (ALIENS)	VCT-1	RB	PNT	AM	--	9'-0"	P
21	ENFORCEMENT MULTIPURPOSE ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
22	RECEPTION (INV., DC, AND DDP)	CPT-1	RB	PNT	AM	--	9'-0"	P
23	COMMUNICATIONS CENTER	CPT-1	RB	PNT	AM	--	9'-0"	P
24	INTERVIEW ROOM (INV. DET. AND DEP.)	CPT-1	RB	PNT	AM	--	9'-0"	P
25	LAW LIBRARY (DIST. COUNSEL)	CPT-1	RB	PNT	AM	--	9'-0"	P
26	PHYSICAL FITNESS ROOM	CPT-1	RB	PNT	AM	--	9'-0"	P
27	MAIL ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
28	AUDIO/VISUAL STORAGE	VCT-1	RB	PNT	AM	--	9'-0"	P
29	ALIEN PROCESSING ROOM	VCT-1	RB	PNT	MS	PNT	9'-0"	P
30	CLASSIFIED FILE ROOM	VCT-1	RB	PNT	MS	PNT	9'-0"	P
31	CONFERENCE ROOM (JOINT USE)	CPT-2	RB	VWC-1	AM	--	9'-0"	P
32	DUTY OFFICER ROOM (INV.)	CPT-1	RB	PNT	AM	--	9'-0"	P
33	NOT USED	--	--	--	--	--	--	--
34	SECURITY SCREENING	VCT-1	RB	PNT	AM	--	9'-0"	O
APPENDIX C ADMINISTRATIVE SUPPORT AREA								
S-1	CONFERENCE ROOM (DIRECTOR)	CPT-1	RB	VWC-1	AM	--	9'-0"	P
S-2	SERVER/TELECOMMUNICATIONS ROOM	VCT-3	RB	PNT	AM	--	9'-0"	P
S-3	VISITOR RESTROOMS	CT-1	CT-1	VWC-1/CT-2	GB	PNT	9'-0"	P
S-4	EVIDENCE/SECURE DOCUMENT STORAGE	VCT-1	RB	PNT	AM	--	9'-0"	P
S-5	LOADING DOCK	CS	--	PNT	--	--	--	P
S-6	MALE/FEMALE HOLD ROOMS	VCT-	RB	PNT	MS	PNT	9'-0"	P
S-7	SERVICE AREA	--	--	--	--	--	--	P
S-8	SEGREGATED HOLD ROOM	VCT-1	RB	PNT	MS	PNT	9'-0"	P
S-9	TITLE III ROOM	VCT-1	RB	PNT	AM	--	9'-0" MIN.	P
S-10	VISITORS BOOTH	VCT-1	RB	PNT	MS	PNT	9'-0"	P
S-11	EOIR HEARING ROOMS	CPT-1	RB	PNT	AM	--	9'-0"	P
S-12	WEAPONS VAULT/AMM. STORAGE	VCT-1	RB	PNT	AM	--	9'-0"	P
S-13	CONFERENCE ROOM (DC)	CPT-1	RB	PNT	AM	--	9'-0"	P
S-14	TRIAGE	VCT-1	RB	PNT	AM	--	9'-0"	O
S-15	MENS/WOMENS' LOCKER ROOM	CT-1	CT-1	PNT	GB	PNT	9'-0"	P
S-16	BREAK ROOM	VCT-1	RB	PNT	AM	--	9'-0"	P
S-17	CONFERENCE/TRAINING ROOM	CPT-1	RB	VWC	AM	--	9'-0"	P
S-18	REMOTE WIRING CLOSET/ TELEPHONE ROOM	VCT-3	RB	PNT	AM	--	9'-0"	P
S-19	SALLYPORT	CS	--	PNT	CON	PNT	--	P
S-20	BULK STORAGE	CS	--	PNT	AM	--	9'-0" MIN.	P
S-21	ENFORCEMENT RADIO ROOM	VCT-3	RB	PNT	AM	--	9'-0"	P

APPENDIX I

IMMIGRATION AND NATURALIZATION SERVICE
UNITED STATES DEPARTMENT OF JUSTICE

DOOR AND HARDWARE SCHEDULE

FACILITIES AND ENGINEERING BRANCH

DOOR SCHEDULE

INS SPACE ALLOCATION STANDARDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Abbreviations:

1. ALUM: Aluminum.
2. HM: Hollow metal.
3. HW: Hardware set.
4. LBL: Fire-rating in minutes.
5. MATL: Material.
6. PNT: Paint.
7. PR: Pair.
8. TYPE: Door or frame type as indicated on drawings.
9. WD: Wood.
10. STL: Steel.
11. GALV: Galvanized.
12. CAHW: Control access hardware (keyless entry).
13. SGL: Single.

B. General notes:

1. Dimensions given are door clear opening exclusive of stops; doors may be undercut a maximum dimension allowed by fire code.
2. All doors are 1-3/4 IN thick unless otherwise noted.
3. All door/frame assemblies are minimum minute label noted.
4. All WD doors are solid core wood doors.
5. All HM doors and frames are painted.
6. Fire ratings and exit devices to be provided per the applicable building code.

C. Door types:

1. Type A: Solid (no glass).
2. Type B: Solid with vision panel.
3. Type C: Detention/Hold Room - Refer Hold Room Standards.
4. Type D: Aluminum/glass storefront type door.
5. Type E: Dutch door.
6. Type F: Steel-overhead coiling door.
7. Type G: Dutch door.

D. Frame types:

1. Type 1: Standard 2 IN face HMF with regular stops.
2. Type 2: Detention hollow metal, DHM, refer to Hold Room Standards.
3. Type 3: Aluminum storefront type.
4. Type 4: Standard 2 IN face HMF with sidelite.

DOOR SCHEDULE

UNITED STATES DEPARTMENT OF JUSTICE SPACE ALLOCATION STANDARDS FOR DISTRICT AND SUB OFFICES

DESIGN NO.	DOOR/ROOM NAME	HDW SET HW	DOOR				CEILING		FRAME		PR/ SGL	REMARK
			WIDTH	HEIGHT	MAT'L	TYPE	MAT'L	TYPE				
APPENDIX A WORKSTATIONS												
A	DISTRICT DIRECTOR	01	3'-0'	7'-0"	WD	A	HM	1	SGL			
B	DEPUTY DISTRICT DIRECTOR	01	3'-0'	7'-0"	WD	A	HM	1	SGL			
B	ASST. DISTRICT DIRECTOR (ADMIN. EXAM, DET. AND DEP. INV. RECORDS & INFO)	01	3'-0'	7'-0"	WD	A	HM	1	SGL			
B	OFFICER IN CHARGE	01	3'-0'	7'-0"	WD	A	HM	1	SGL			
B	SUPERVISORY ATTORNEY/DIST. COUNSEL	01	3'-0'	7'-0"	WD	A	HM	1	SGL			
B	DEPUTY ASSISTANT DIRECTOR	01	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	ASSISTANT OFFICER IN CHARGE (AOIC)	01	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	ADMINISTRATION OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	ATTORNEY	01	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	DAO OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	DEPORTATION OFFICER	02	3'-0'	7'-0"	WD	A	HM	4	SGL			
C	DISTRICT ADJUDICATION OFFICER	01	3'-0'	7'-0"	WD	A	HM	4	SGL			
C	EEO OFFICER (FULL TIME)	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	EOIR JUDGE	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	SECURITY OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	SPECIAL PROJECTS OFFICER (SPO)	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	SPO PUBLIC AFFAIRS OFFICER/PUBLIC INFORMATION OFFICER (FULL TIME)	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	SPO SPECIAL ASSISTANT	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	SPO COMMUNITY RELATIONS OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	SPO CONGRESSIONAL LIAISON OFFICER	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
C	SUPERVISORY GS-13 OR ABOVE	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
D	PARALEGAL SPECIALIST	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
D	RECORDS OFFICER (REC. & INFO)	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
D	SUPV. GS-10 TO GS-12	02	3'-0'	7'-0"	WD	A	HM	1	SGL			
D1	SUPV. GS-9 AND BELOW	NA	NA	NA	NA	NA	NA	NA	NA			
E	EEO OFFICER (COLLATERAL DUTY)	NA	NA	NA	NA	NA	NA	NA	NA			
E	LEGAL TECHNICIAN	NA	NA	NA	NA	NA	NA	NA	NA			
E	MAIL & FILE SUPERVISOR	NA	NA	NA	NA	NA	NA	NA	NA			
E	PERSONNEL SPECIALIST/OFFICER	NA	NA	NA	NA	NA	NA	NA	NA			
F	ACCOUNTING TECHNICIAN	NA	NA	NA	NA	NA	NA	NA	NA			

* LOCKSET AND DOOR BY FURNITURE VENDOR

DESIGN NO.	DOOR/ROOM NAME	HDW/SET HW	DOOR		CEILING		FRAME		PR SGL	REMARK
			WIDTH	HEIGHT	MATL	TYPE	MATL	TYPE		

APPENDIX A WORKSTATIONS

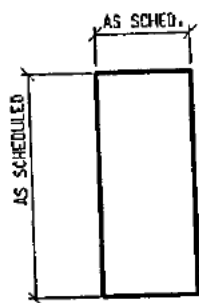
F	COMPUTER ANALYST	NA	NA	NA	NA	NA	NA	NA	NA	
F	CONTRACTING OFFICER	NA	NA	NA	NA	NA	NA	NA	NA	
F	EOIR CLERK	NA	NA	NA	NA	NA	NA	NA	NA	
F	LEGAL ASSISTANT	NA	NA	NA	NA	NA	NA	NA	NA	
F	PROFESSIONAL FACILITY MANAGEMENT POSITION	NA	NA	NA	NA	NA	NA	NA	NA	
F	PROGRAM ANALYST (INV, DDP, EXAM)/ MANAGEMENT ASSISTANT	NA	NA	NA	NA	NA	NA	NA	NA	
F	MANAGEMENT ANALYST	NA	NA	NA	NA	NA	NA	NA	NA	
F	STAFFING ASSISTANT	NA	NA	NA	NA	NA	NA	NA	NA	
F	SECRETARY (DIST. COUNSEL)	NA	NA	NA	NA	NA	NA	NA	NA	
G	CLERKS (ALL)	NA	NA	NA	NA	NA	NA	NA	NA	
F	CRIMINAL INVESTIGATOR/SPECIAL AGENT	NA	NA	NA	NA	NA	NA	NA	NA	
G	DETENTION ENFORCEMENT OFFICER	NA	NA	NA	NA	NA	NA	NA	NA	
G	INSPECTOR	NA	NA	NA	NA	NA	NA	NA	NA	
G	INTERPRETER	NA	NA	NA	NA	NA	NA	NA	NA	
G	INVESTIGATIVE ASSISTANT	NA	NA	NA	NA	NA	NA	NA	NA	
G	RECORDS TECHNICIAN	NA	NA	NA	NA	NA	NA	NA	NA	
G	SECRETARY (DIRECTOR/ EXAM)	NA	NA	NA	NA	NA	NA	NA	NA	
G	STATUS VERIFIER	NA	NA	NA	NA	NA	NA	NA	NA	
G	IMMIGRATION INFO. OFFICER	NA	NA	NA	NA	NA	NA	NA	NA	

APPENDIX B SUPPORT AREA

1	RECEPTION (DIRECTOR)	10A	6'-0"	7'-0"	ALUM	D	AL	3	PR	
2	RECEPTION (ADMIN)	10	3'-0"	7'-0"	WD	A	HM	1	SGL	
3	COPIER/STORAGE	02	3'-0"	7'-0"	WD	A	HM	1	SGL	
4	STORAGE FURNISHINGS	NA	NA	NA	NA	NA	NA	NA	NA	
5	SUPPLY ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
6	ADP/SUPPORT WORKSTATION-JOINT USE	NA	NA	NA	NA	NA	NA	NA	NA	
7	COMPUTER STORAGE ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
8	ADMINISTRATION CONFERENCE ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
9	A-FILE ROOM/LITIGATION FILING ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
10	PUBLIC WAITING ROOM	10A	3'-0"	7'-0"	ALUM	D	AL	3	PR	
11	VOLAG ROOM	02	3'-0"	7'-0"	WD	A	HM	1	SGL	
12	PHOTO PRINT AREA	02	3'-0"	7'-0"	WD	A	HM	1	SGL	
13	PUBLIC READING ROOM	02	3'-0"	7'-0"	WD	A	HM	4	SGL	
14	APSO INTERVIEW ROOM	05	3'-0"	7'-0"	WD	A	HM	4	SGL	
14	FOIA INTERVIEW ROOM	03	3'-0"	7'-0"	WD	A	HM	4	SGL	
15	PUBLIC CONTACT COUNTER	NA	NA	NA	NA	NA	NA	NA	NA	
16	CASHIER/ACCOUNTING ROOM	05	3'-0"	7'-0"	WD	A	HM	1	SGL	
17	CITIZENSHIP WAITING ROOM	10A	3'-0"	7'-0"	ALUM	D	HL	3	PR	

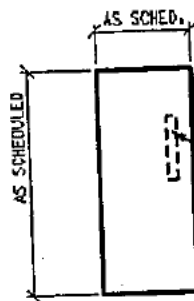
DESIGN NO.	DOOR/ROOM NAME	HDW SET HW	DOOR WIDTH	DOOR HEIGHT	DOOR MATL	CEILING TYPE	FRAME MATL	FRAME TYPE	PRI SGL	REMARK
APPENDIX B SUPPORT AREA										
18	VISITOR WAITING ROOM (EXAMS)	04	3'-0"	7'-0"	WD	A	HM	1	SGL	
19	TECHNICAL EQUIPMENT ROOM	08	3'-0"	7'-0"	WD	A	HM	7	SGL	
20	PROPERTY STORAGE (ALIENS)	08	3'-0"	7'-0"	WD	A	HM	1	SGL	
21	MULTIPURPOSE ENFORCEMENT ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
22	RECEPTION (INV., DC, AND DDP)	04	3'-0"	7'-0"	WD	B	HM	1	SGL	
23	COMMUNICATIONS CENTER	06	3'-0"	7'-0"	WD	A	HM	1	SGL	
24	INTERVIEW ROOM (INV. DET. AND DEP.)	03	3'-0"	7'-0"	WD	A	HM	4	SGL	
25	LAW LIBRARY (DIST. COUNSEL)	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
26	PHYSICAL FITNESS ROOM	06	3'-0"	7'-0"	WD	A	HM	1	SGL	
27	MAIL ROOM	09	3'-0"	7'-0"	WD	E	HM	4	SGL	
28	AUDIOVISUAL STORAGE	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
28	ALIEN PROCESSING ROOM	11	3'-0"	7'-0"	HM	C	HM	2	SGL	
30	CLASSIFIED FILE ROOM	06	3'-0"	7'-0"	WD	A	HM	1	SGL	U.L. 45 MIN.
31	CONFERENCE ROOM (JOINT USE)	03	3'-0"	7'-0"	WD	A	HM	1	SGL	
32	DUTY OFFICER ROOM (INV.)	02	3'-0"	7'-0"	WD	A	HM	1	SGL	
33	NOT USED	--	--	--	--	--	--	--	--	
34	SECURITY SCREENING	NA	NA	NA	NA	NA	NA	NA	NA	
APPENDIX C ADMINISTRATIVE SUPPORT AREA										
S-1	CONFERENCE ROOM (DIRECTOR)	03	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-2	COMPUTER/TELECOMMUNICATIONS ROOM	06	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-3	VISITOR RESTROOMS	07	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-4	EVIDENCE/SECURE DOCUMENT STORAGE	06	3'-0"	7'-0"	WD	A	HM	1	SGL	U.L. 45 MIN.
S-5	LOADING DOCK	12	*	*	STL	F	HM	1	PR	*VARIES
S-6	MALE/FEMALE HOLD ROOMS	11	3'-0"	7'-0"	HM	C	HM	2	SGL	
S-7	SERVICE AREA	--	--	--	--	--	--	--	--	
S-8	SEGREGATION HOLD ROOM	11	3'-0"	7'-0"	HM	C	HM	2	SGL	
S-9	TITLE III ROOM	06	3'-0"	7'-0"	HM	A	HM	2	SGL	
S-10	VISITORS BOOTH	11	3'-0"	7'-0"	HM	C	HM	2	SGL	
S-11	EOIR HEARING ROOMS	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-12	WEAPONS VAULT/AMM. STORAGE	08	3'-0"	7'-0"	HM	G	HM	1	SGL	
S-13	CONFERENCE ROOM (DC)	03	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-14	TRIAGE	NA	NA	NA	NA	NA	NA	NA	NA	
S-15	MENS/WOMENS' LOCKER ROOM	07A	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-16	BREAK ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-17	CONFERENCE/TRAINING ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-18	REMOTE WIRING/TELEPHONE CLOSET	01	3'-0"	7'-0"	WD	A	HM	1	SGL	
S-19	SALLYPORT	12	*	*	STL	F			SGL	VARIES
S-20	BULK STORAGE	01A	3'-0"	7'-0"	WD	A	HM	1	PR	
S-21	ENFORCEMENT RADIO ROOM	01	3'-0"	7'-0"	WD	A	HM	1	SGL	

DOOR TYPES



A

SOLID CORE
WOOD DOOR



B

SOLID CORE WOOD DOOR
WITH VISION PANEL

VISION PANEL
WHERE SCHED.
SEE REMARKS



C

DETENTION
HOLLOW METAL



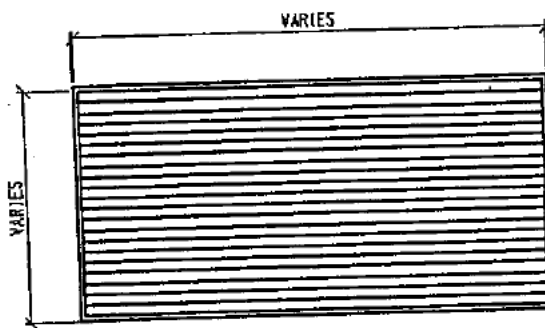
D

ALUMINUM/
GLASS



E

DUTCH
DOOR



F

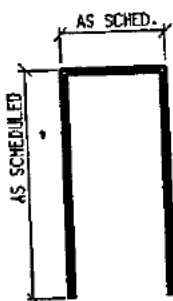
OVERHEAD
COILING DOOR



G

HOLLOW
METAL

FRAME TYPES



1

HOLLOW
METAL



2

DETENTION
HOLLOW METAL



3

ALUMINUM



4

HOLLOW METAL
WITH SIDELIGHT

HARDWARE SCHEDULE

INS SPACE ALLOCATION STANDARDS

HARDWARE SETS

01

Mortised Lockset, Commercial Grade
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)

01A

Mortised Lockset, Commercial Grade
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)
Flushbolt at Inactive Leaf

02

Lockset
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)

03

Passage Set
Hinges
Silencer
Closer
Stop

04

Electronic Lock with Pushbutton
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)

05

Keyless Entry
Emergency Access Hardware
Stop (As Required)

06

Keyless Entry
Hinges
Stop (As Required)
Closer (As Required)
Silencers (As Required)
Specifications

07

Push/Pull
Closer
Hinges
Stop
Silencers

07A

Push/Pull
Closer
Hinges
Stop
Silencers
Keyless Entry

08

Deadbolt
Mortised Lockset
Hinges
Silencer (As Required)
Closer (As Required)
Stop (As Required)

09

Mortised Lockset, Commercial Grade
(Bottom only)
Hinges (Top and Bottom)
Flushbolt (Top Only)
Stop (Top and Bottom)

10

Mortised Lockset, Commercial Grade
Electronic Lock with Pushbutton
Push/Pull
Closer
Silencers
Hinges

10A

Mortised Lockset, Commercial Grade
Flushbolt at Inactive leaf
Push/Pull
Closer
Silencers
Hinges

11

See Hold Room/No Contact Visitation

12

Cylinder only, remainder of hardware by door manufacturer

**SPECIAL REQUIREMENTS FOR
IMMIGRATION AND CUSTOMS ENFORCEMENT
DETENTION AND REMOVAL OFFICE
AND
OFFICE OF INVESTIGATION
PROVIDENCE, RHODE ISLAND**

GENERAL REQUIREMENTS: The Logistic Center Indianapolis (LC-Indy) shall be supplied with as-built drawings. If available, furnish ICE with as-built drawing in AutoCAD (latest release) on a 3-1/2 inch computer disc or CD. Lump-sum items shall remain the property of the U.S. Bureau of Immigration and Customs Enforcement (ICE). The LC-Indy reserves the right to add or to delete lump-sum items at time of layout.

It shall be the Contractor's responsibility to see that the equipment (including Government furnished equipment) is installed to manufacturer's specifications and that the correct power is supplied to each different type of equipment. In the event that the Contractor's employees damage Government furnished equipment, the Government reserves the right to replace the damaged equipment and deduct appropriate amount from the contractor's cost.

The Contractor shall verify all site conditions before starting any portion of the work under these specifications. Any problem should be reported immediately to the Contracting Officer's Representative.

SPACE REQUIREMENTS: Approximately 19,687 net usable square feet of space is requested.

LEASE TERM: The lease shall be for ten (10) years, five (5) years firm.

LOCATION: Where possible, ICE space should be located on the ground level and/or contiguous floors if more than one floor must be used (Exception: General Storage Areas). In a multi-tenant building, there must be separate public and secure entrances to the space. ICE reserves the right to suitability of other tenants and reject a building if tenant would compromise ongoing investigations.

EMPLOYEES: Personnel for this office are anticipated to be: 1- Resident Agent in Charge; 2- Supervisory Deportation Officers; 4- Deportation Officers; 8- Immigration Enforcement Agents; 8- Criminal Investigators; 4- Task Force Officers; 1- Intel Research Officer; 1- Mission Support Specialist; and 4- Deportation Assistance for a total of thirty-three (33) employees.

CONTIGUOUS SPACE: The space must be located in one contiguous block, without being split by a public corridor.

BUILDING ACCESS: ICE employees will require twenty-four (24) hour access, seven (7) days a week.

PARKING: This office will require twenty-three (23) inside secured parking spaces for Government vehicles. Available parking for staff must be within one (1) block of the office space.

CUSTODIAL SERVICE: Daytime cleaning is a requirement in all ICE District and sub offices. Cleaning and Maintenance services are to be in accordance with the terms and conditions set forth in the GSA Solicitation for Offers and the Lease Contract.

UTILITIES: Utilities shall be provided for an eleven-hour (11) daily basis, Monday through Friday. Overtime HVAC shall be provided on a twenty-four-hour (24) basis for the LAN/Computer Room, to be included in the negotiated rental rate for the office. Overtime utilities for the office space (over eleven-hours (11) period) shall be provided on an as-needed basis.

PLUMBING: ICE requires daily access to both hot and cold running water for all sink units within the office space. Handicap accessible plumbing facilities shall be provided in accordance with The Uniform Federal Accessibility Standards (FED-STD-795) Latest Edition.

FIRE PROTECTION: Smoke / Heat Detectors, Automatic Sprinkler Systems, and Portable Fire Extinguishers shall protect all spaces. Fire and Alarm Signals must be audible in all areas, including storage rooms. Routine inspection and maintenance of fire protection equipment (including fire extinguishers) shall be the responsibility of the lessor.

TELEPHONE / DATA CABLING: ICE reserves the right to have their contractor install telephone and data cabling. Lessor shall furnish and install wall boxes, conduit, pull-strings, and code-required conduit runs. Voice Communications will require CAT-6 cable. Data communications will require CAT-6 enhanced cable.

SIGNAGE: For this office space, ICE will determine and approve all exterior and/or interior signage.

SUMMARY OF SPECIAL REQUIREMENTS: Space requirements in this package are expressed as net usable square-feet. A circulation factor has been included in the total Primary and Support Space Figures.

LAYOUT: ICE space will be configured to minimize the number of doors leading into the office area from non-ICE spaces consistent with day-to-day operations and fire safety regulations. Office space will be configured with one main entry point. To control cost, secure rooms will be adjacent to one another.

EXTERIOR PERIMETER WALLS: All perimeter walls shall be constructed slab-to-slab. All exterior perimeter walls separating this office from any adjacent public spaces or neighboring non-ICE space shall also be slab-to-slab. Walls must be constructed of solid material such as concrete, brick, metal, gypsum board, wood or other material offering protection against unauthorized entry into the area. If materials other than concrete or brick are used, nine-gauge (9) expanded metal must be affixed to the interior walls. (The expanded metal shall be in an 1 1/2-inches by 2-inches diamond pattern. The expanded metal shall be installed to prevent removal of the expanded metal without leaving visual evidence of tampering. All questions regarding the security of the exterior of the building shall be referred to Federal Protective Service Regional Inspector.

EXTERIOR PERIMETER WINDOWS: All windows that are accessible from the ground level must be fixed pane or lockable windows. Window locks must have positive locking systems that are not susceptible to manipulation from the exterior. The lock must be of a type that requires the user to throw a bolt or latch or to slide a handle to lock or unlock the window. Spring-loaded

latches are not acceptable. During non-duty hours, the windows must be closed and securely fastened.

If any windows must be opened, they shall have stops so they cannot be opened wide enough to permit entry. Consideration should be given to installing two (2) sets of magnetic sensors on each window to allow them to be partially open and yet alarmed. Magnetic contacts should be no less than the "biased" type. These types of contacts provide some type of tampering protection and are not easily bypassed without detection. Glass break detectors are required for any window less than eighteen (18) feet above ground or any window that is less than eighteen (18) feet above a flat roof.

All questions regarding the security of the exterior of the building shall be referred to Federal Protective Service Regional Inspector.

Windows should be tinted to reduce solar glare and to provide for energy efficient uses of resources. Light resistant vertical or horizontal blinds are to be furnished and installed on all exterior windows. Color of blinds will be determined at time of layout and occupancy.

EXTERIOR PERIMETER DOORS: All exterior outward-swinging doors to ICE space shall be equipped with pneumatic door closers; deadbolt locks with a minimum of one-inch (1) throw, and lock guards (metal plate on outside of the locking mechanism to prevent tampering). These doors must be solid core wood or twelve-gauge (12) metal at least 13/4-inch thick. Use of transparent panels and glass doors shall be avoided for safety and security reasons.

Doorframes must be constructed of equal strength as that of door. Door hinge pins on external doors that are outside the office area must be non-removable (peened, pinned or spot welded). All questions regarding the security of the exterior of the building shall be referred to Federal Protective Service Regional Inspector.

EXTERIOR DOOR LOCKS: Keys must be off of the building master key system. Only ICE personnel shall have keyed access to the space. At the time of layout, ICE will specify the number of keys required for each keyed lock. Perimeter locksets will feature; manipulation-resistant, lever-operated, high-security locksets with integral deadbolt lock having a minimum of one-inch (1) throw. All hardware shall be mounted to be resistant to applicable environmental conditions.

INTERIOR DOORS: All interior doors shall be standard doors sizes (solid core wood or hollow core metal), in metal frames, unless otherwise noted in requirements for specific areas or rooms. Hollow core wood doors are not acceptable. Doors requiring combination locks shall be 15/8-inches to 17/8-inches thick.

INTERIOR DOOR LOCKS: Install standard lock sets where specified. Combination locks shall be Simplex L1011 Unican or equivalent. High-security deadbolts shall be Schlage B700 series or equivalent. Locks shall be operated from the egress side without the use of any key, special knowledge or effort.

KEYS: The Lessor shall re-key all locks upon ICE acceptance of space, at Lessor's expense.

INTERIOR PARTITIONS: Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a minimum Sound Transmission Coefficient (STC) of 40 (or equivalent to Noise Isolation Class (NIC) of 40) unless specified higher in the requirements by the layout and shall extend to the finish ceiling unless noted otherwise in these requirements.

CEILING: The ceiling shall be acoustical panel system except where otherwise noted in the requirements.

FLOOR LOAD: Prior to leasing the lesser should consult with a structural engineer to verify if existing floor is capable of supporting such loads. The floor should be able to support such loads without having to perform any additional special construction to increase the floor load capacity.

ELECTRICAL REQUIREMENTS: All electrical outlets are to meet National Electrical Code (NEC) commercial grade requirements for twenty-ampere (20-amp) circuits unless otherwise specified. Lessor shall limit six (6) to eight (8) electrical duplex outlets to a circuit to avoid a circuit overload. Ground wire used for chassis grounding must be #10 AWG, or larger, stranded copper wire, from ground bar in telephone room to the nearest building ground. Ground wire used for single-point ground must conform to specifications of the protective device manufacturer.

AIR CONDITIONING: Standard Heating / Ventilation / Air Conditioning (HVAC) shall be provided throughout the office. The Computer/LAN rooms require 24-hour A/C between 60-75 degrees F, with humidity range between 45-55 percent. If possible, the 24-hour HVAC service should be included in the base rent.

SOUND ATTENUATION: A minimum Sound Transmission Coefficient (STC) of forty (40) is required for all rooms. Layout shall determine the extent of the sound conditioning requirements. Perimeter walls along a public corridor and adjacent tenant's space require acoustically treated walls with a minimum of STC-45 slab-to-slab partitioning. Any nine-gauge expanded metal used above the perimeter and other walls shall have to be augmented with other building materials to prevent sound flanking throughout the ceiling plenum to ensure the required STC rating. Layout shall determine the extent of the sound conditioning requirements.

SECURITY SYSTEMS INSTALLATION REQUIREMENTS

GENERAL: The Federal Protective Service (FPS) Regional Officer shall be requested to conduct a security survey of all ICE spaces and security systems including, but not limited to, the placement of the Intrusion Detection System (IDS).

The work to be done hereunder includes the furnishing of all labor, supervision, and equipment (except any specified Government furnished equipment) for the performance of the installation of the work specified and any associated work required as necessary for the completion of the installation hereinafter specified and as may be required, at the location specified.

The contractor shall furnish all incidental materials such as conduit, wire molding, wiring, mounting hardware, etc., which are necessary to complete the installation of the equipment and system.

The installation shall be suitable in every respect for satisfactory operation that will require a minimum amount of maintenance and shall not result in more than average of one unexplained (nuisance) alarm per year, per alarm zone. ICE shall not be responsible for any nuisance alarms during the first 60-days the alarm system is on-line and stabilizing. Any financial obligation to a monitoring system and/or protection service incurred during this initial period due to faulty equipment and/or installation shall be the responsibility of the Contractor.

WORK AND CODE REQUIREMENTS: All workmanship provided by the Contractor shall be in accordance with the best practice of the state-of-the-art of the security systems installation.

trade and shall meet all Underwriters' Laboratories (UL) Standards for Safety including UL-681 and UL-611, National Fire Protection Association (NFPA) requirements, National Electrical Code (NEC), and applicable state and local codes. All components shall be of the same manufacturer or recommended by the major system component manufacturer.

Compliance with Manufacturer Specification: It shall be the Contractor's responsibility to see that the equipment (including Government furnished equipment) is installed to manufacturers' specifications and that the correct power is supplied to each different piece of equipment. In the event that the Contractor's employee damages Government owned property, the Government reserves the right to replace such equipment and deduct the appropriate amount from the Contractor's cost.

It shall be the Contractor's responsibility to obtain all the necessary equipment manufacturers' installation specification and drawings (including those for Government furnished equipment) to complete all installation and contract work. The Government will not furnish any manufacturer's information except that which is included in the contract documents.

VERIFICATION OF SITE-CONDITIONS: The Contractor shall verify all site-conditions before starting any portion of the work under these specifications. Any problems should be reported immediately to the contracting Officer's Representative.

LOCATION OF MOTION DETECTORS: The Contractor shall note that the locations of motion detectors shown on the drawings are the preferred areas of placement. However, the Contractor shall be responsible for the final location of each detector for optimal coverage and stability. The motion detectors shall be placed to avoid false alarm sources. Do not mount the detector in a location where warm air will blow directly on the detector's face. Placement shall avoid background disturbance for the microwave component and heat sources for the infrared component of the detector. The Contractor shall survey the area to be covered and look for sources of disturbances, such as air flow from heating outlets or blowers, curtains or other items that can sway back and forth, exposed fan blades, flickering fluorescent lights, air turbulence, vibration, objects that might change temperature rapidly, ect. The mounting location shall be adjusted accordingly to prevent false alarms from environmental hazards and/or the Contractor shall coordinate with the using Government agency to correct the problem area. In all cases the detector shall be located for optimal detection in the protected area. After installation, each motion detector shall be set-up, walk tested, and adjusted to manufacturer's specification.

Motion detectors shall be installed and adjusted to initiate an alarm when a person walks four (4) consecutive steps at a rate of one-step per second. Such a four-step movement shall constitute a trial and an alarm shall be initiated at every trial made, moving progressively throughout the protective area. The final inspection shall verify adjustment by walk-testing the system to these criteria.

If the secured area has a false ceiling or floor which provides a means for surreptitious entry, then one of the below listed methods should be used to protect that area:

- 1) A separated alarm system covering the area between the false and true ceiling or false and true floor.
- 2) Expanded metal (9-to-11 gauge) partition between the false floor or ceiling and the true floor or ceiling.

All windows should be protected by an alarm system, either adequately covered by volumetric sensors or be individually alarmed. Window alarms include breakage sensors.

MINOR DEVIATIONS (RELOCATIONS): Minor deviations (relocations) in installed mounting locations for minor items, such as motion detectors, switches, ect., may be required prior to final acceptance when site conditions affect the equipments operation, performance, or purpose. Relocation will require only minimal work and/or materials and will be made without additional cost to the Government.

END-OF-LINE RESISTORS: The Contractor shall note that connection of the alarm zone circuit to the alarm panel will require the installation of an end-of-line resistor in each zone circuit. All end-of-line resistors shall be mounted in the alarm-initiating device where the circuit wiring terminates and not at the alarm panel. Where end-of-line resistors are to be mounted at devices that are sealed and have wire leads, the resistor shall be spliced in-line with the leads (splices shall be soldered and covered with heat shrink tubing as specified in these specifications). Resistors shall not be mounted in the alarm control panel.

TAMPER SWITCHES: The Contractor shall install cover-operated tamper switches in each enclosure, cabinet, housing, and junction box, ECT. to actuate an alarm signal before access to equipment within the enclosure is gained. Tamper switch mounting hardware shall be concealed so that the location of the switch cannot be visually detected from the exterior of the enclosure.

ELECTRONIC LINE SUPERVISION: Line supervision is the electronic monitoring of an Intruder Detection System wiring to prevent compromise of the system by interrupting the signal in the wiring, all alarms wiring leaving the controlled area should be equipped with electronic line supervision. Class C supervision or better should be used.

The class C circuit supervisor units provide an alarm response in the enunciator in not more than one-second as a result of the following changes in normal transmission line current:

- 1) Five percent (5%) or more in normal line signal when it consists of direct current from 0.5-milliampere through 30-milliampere.
- 2) Ten percent (10%) or more in normal line signal when it consists of direct current from 10-microampere to 0.5-microampere.
- 3) Five percent (5%) or more of any components or components in a complex signal upon which the security integrity of the system is dependent. This tolerance will be applied for frequencies up to 100Hz. Component as used in this specification means AC or DC voltage or current, AC phase, or frequency duration.
- 4) Fifteen percent (15%) or more of any component or components in a complex signal upon which the security integrity of the system is dependent. This tolerance will be applied for frequencies up to 100Hz. Component as used in this specification means AC or DC voltage or current, AC phase, or frequency duration.

REMOTE MONITORING: The optimal monitoring location would be at the Federal protective Service (FPS) Mega Center in Philadelphia.

ALARM CONTROL PANEL PROGRAMMING: The Contractor shall be responsible for programming the alarm panel to provide the complete operation and monitoring as specified.

For systems that utilize the digital communication for alarm reporting to GSA-Law Enforcement Regional Control Centers, the Contractor shall request programming information relating to phone numbers, account numbers and any special programming information. The request shall be in writing to the Contracting Officer's Representative two (2) weeks prior to programming the system. In the letter, the Contractor shall provide descriptive information of what is to be reported by the communicator for each zone.

POWER: All alarm systems shall be capable of operating from commercial AC power. In the event of commercial power failure, provisions will be made for automatic switching over to emergency power, and back to commercial power without causing an alarm. A signal will be presented to the monitor location indicating when the system has lost power. When batteries are used for emergency power, they will be maintained at full charge by automatic charging circuit. Emergency power must be capable of operating the system for a minimum of twenty-four (24) hours.

SYSTEM KEYS: The Contractor shall furnish two keys for each lock on the equipment or for each key switch. The Contractor shall exercise every precaution to protect the security of these keys. Upon completion of the work, the keys shall be properly identified, tagged, and delivered to the Contracting Officer's Representative.

System Keys shall be left at the site with the responsible Government agency personnel.

SYSTEM MANUAL AND AS-INSTALLED DRAWINGS: The Contractor shall furnish to the Government four (4) copies of a "System Manual" upon completion of the work. The "System Manual" shall contain all necessary information to enable untrained personnel to operate the system, to enable trained personnel to test and maintain the system, and to include all drawings, schematics, ect., of the system and equipment.

The Contractor shall furnish to the Government As-Installed Drawings of the security system upon completion of work. The contractor shall modify the floor plan drawings furnished under this contract to indicate the as-built conditions of the system as actually installed, including any modification approved during the course of the contract. The drawings shall include a Detail Wiring Diagram of the installed system.

The manual shall be contained in individual covers with the required information divided into sections. The manuals shall be arranged as follows:

- a) The Cover shall be labeled with the location of the system
- b) Section 1 - Shall be marked and contain operating instructions for the system.
- c) Section 2 - Shall be marked and contain instruction on testing and maintaining the system.
- d) Section 3 - Shall be marked and contain As-Installed Drawings and Detailed Wiring Diagrams of the installed system.

Three complete set of system manuals to include all drawings, shall be sent to the Contracting Officer's Technical Representative at the following address:

Immigration and Customs Enforcement
Federal Protective Service Division
Hart Dole Inouye Federal Center
74 W. Washington St. #2-1-6
Battle Creek, Michigan 49017

December 28, 2006

One "System Manual", including drawings, shall be mailed or shipped to the Immigration and Customs Enforcement (ICE) at the following address:

Immigration and Customs Enforcement (ICE)
Attn: Director
Facilities and Engineering
425 I Street NW, Room 1040
Washington, DC 20536

The Leasing and Space Management Branch shall be provided with copies of advertisements, Solicitation for Offers, Lease and any Supplemental Lease Agreements, and as-built drawings. Within thirty-days of completion, the vender shall furnish as-built drawings on a 3 1/2-inch computer floppy disc (or CD) using the most recent version of AutoCAD. Send to the following address:

Customs and Border Protection
Logistic Management
Attn: Thomas Marks
6650 Telecom Drive, Suite 100
Indianapolis, IN 46278

TRAINING: The Contractor shall furnish to the Government personnel, who are to have charge of the system, a minimum of one (1) hour of training on the operation and testing of the system. The training shall be provide by competent instructor(s) on the care, operation, and testing of all parts of the system. Training shall occur on-site using the installed systems.

Competent instructor(s) shall be thoroughly familiar with all parts of the installation and shall be versed in the operating theory as well as practical operation and maintenance work. Instructor will have the necessary educational and interpersonal skills, as well as, proven ability to effectively perform the training.

All training material shall be furnished and supplied by the Contractor.

DETAILED WORK ITEMS:

- Balance magnetic switches shall protect perimeter doors
- The location of the alarm controller unit will be determined at the time of layout. This will require a dedicated circuit.
- There shall be digital keypads at designated entries for arming / disarming the alarm system
- The special Requirements for the Holding Cell include panic alarms to be included in these requirements.
- FPSD: REG-PBS-4PMLS, Sect 16701; USCS: CIS HB 1400-02, 08-89

ICE reserves the right, with permission from the Lessor, to have an intruder detection system installed by the Federal Protective Service Division or other contractor. Choice of system, plans, and components must be reviewed and approved by ICE prior to installation.

ADDITIONAL SECURITY REQUIREMENTS: Space above grade level is preferred for security reasons. Security bars shall be required on all windows with access from the outside (first floor, roofs, ledges, ect.) if such a need is determined at time of market survey.

December 28, 2006

ICE areas will be configured to minimize the number of doors leading into area from non-ICE space consistent with day-to-day operations and fire safety regulations.

Security systems shall have surge protection. Actual details of equipment required will be determined upon site layout of the space.

Those doors used by ICE personnel for ingress/egress on a daily basis during normal working hours shall be equipped with automatic door closers. For safety reasons, use of transparent panels in perimeter doors shall be avoided unless absolutely essential. Glass doors shall be avoided unless absolutely required to conform to the building architecture.

CCTV SYSTEM (GENERAL SCOPE): At a minimum the closed circuit television (CCTV) will monitor the perimeter entrances and reception areas. A digital system shall be used to record CCTV images. CCTV images must be retrievable and operable over the weekends and holidays. The IDS and CCTV systems shall be equipped with an auxiliary power supply for both perimeter and interior security.

ANTENNA: The Lessor shall allow ICE to install a 1-inch conduit from the antenna to ICE office space and install a TV antenna jack at a location to be determined by the local ICE during the time of the actual layout.

Special Requirements
DHS: ICE, DRO, OI
SFO

The following documents are attached hereto and incorporated by reference:

1. Attachment 1 - Special Requirements ICE, DRO and OI pp. D-1 - D-9.
2. Attachment 2 - Space Location Description, ICE, DRO, & OI pp. E-1 - E-20.
3. Attachment 3 - Common Function Space pp.42 - 110.
4. Attachment 4 - Administrative Support Space pp. 112 - 158.
5. Attachment 5 - Interior Room Finish Schedule pp.169 -181.

(b) (6)

Market Survey Itinerary
Confidential for Government Representatives Only

Agency Name	Project Location	Date of Survey		
DHS-ICE	City: Warwick St: RI	Thursday, August 17, 2017		
Project Requirements				
Delineated Area:	City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston			
Usable Sq. Ft. Minimum:	20,579 (office)	Rentable:		
Usable Sq. Ft. Maximum:	20,579 (total)	Total Parking Required:		
		TBD 130 Secured Parking Spaces		
Government Representatives' Contact Information				
Contact Name	Agency	Telephone #	Cell #	Email
Mark Shinto	GSA	617-565-6507	(b) (6)	Mark.Shinto@gsa.gov
Andrew Forbes	GSA	617-283-4350		Andrew.Forbes@gsa.gov
Richard Corley	Jones Lang LaSalle	202-719-5727		(b) (6) am.jll.com
Sean Lynch	Jones Lang LaSalle	617-316-6488		(b) (6) am.jll.com
Matthew Holtzman	DHS-ICE	(b) (6)		(b) (6)
Meeting Time, Location and Interested Parties' Contact Information				
<i>Thursday, August 17, 2017</i>				
	Time	Location to Survey	Contact Name Information	Notes
1	9:00 AM	Current Location: 1 International Way Warwick, RI	Thomas J. McNaughton VAS Realty (b) (6) (b) (6) verizon.net	Meeting Location
2	10:15 AM	Mashapaug Commons 77 Reservoir Ave Providence, RI	Paul Hood CBRE 750 9th Street, NW Suite 900 Washington, DC 20001 (b) (6)	Broker to show space: Arthur Lima Paolino Properties (b) (6)
3	11:00 AM	487 Jefferson Boulevard Warwick, RI	Jamie Scruggs Government Lease Advisors, Inc. Washington DC (b) (6) govleaseadvisors.com (b) (6)	Broker to show space: Leeds Mitchell IV (b) (6) (b) (6) @mgcommercial.com
4	11:45 AM	662 Warwick Avenue Warwick, RI 02888	Spencer Merritt Brookwood Capital Partners 400 North Street Suite 112 Raleigh, NC 27603	Broker to show space: Jeff Butler Re/Max – Butler Group (b) (6)

			(b) (6)	brookwoodcp.com	
--	--	--	---------	-----------------	--

Market Survey Itinerary
Confidential for Government Representatives Only

Agency Name	Project Location	Date of Survey		
DHS-ICE	City: Warwick St: RI	Thursday, August 17, 2017		
Project Requirements				
Delineated Area:	City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston			
Usable Sq. Ft. Minimum:	20,579 (office)	Rentable: TBD		
Usable Sq. Ft. Maximum:	20,579 (total)	Total Parking Required: 130 Secured Parking Spaces		
Government Representatives' Contact Information				
Contact Name	Agency	Telephone #	Cell #	Email
Mark Shinto	GSA	617-565-6507	(b) (6)	Mark.Shinto@gsa.gov
Andrew Forbes	GSA	617-283-4350		Andrew.Forbes@gsa.gov
Richard Corley	Jones Lang LaSalle	202-719-5727		(b) (6) am.jll.com
Sean Lynch	Jones Lang LaSalle	617-316-6488		(b) (6) am.jll.com
Matthew Holtzman	DHS-ICE	(b) (6)		(b) (6)
Meeting Time, Location and Interested Parties' Contact Information				
<i>Thursday, August 17, 2017</i>				
	Time	Location to Survey	Contact Name Information	Notes
1	9:00 AM	Current Location: 1 International Way Warwick, RI	Thomas J. McNaughton VAS Realty (b) (6) (b) (6) verizon.net	Meeting Location
2	10:15 AM	Mashapaug Commons 77 Reservoir Ave Providence, RI	Paul Hood CBRE 750 9th Street, NW Suite 900 Washington, DC 20001 (b) (6)	Broker to show space: Arthur Lima Paolino Properties 401-274-6611
3	11:15 AM	487 Jefferson Boulevard Warwick, RI	Jamie Scruggs Government Lease Advisors, Inc. Washington DC (b) (6) govleaseadvisors.com (b) (6)	Broker to show space: Leeds Mitchell IV 401-751-3200 (b) (6) @mgcommercial.com

4	12:00 PM	662 Warwick Avenue Warwick, RI 02888	Spencer Merritt Brookwood Capital Partners 400 North Street Suite 112 Raleigh, NC 27603 (202) 420-1330 (b) (6) brookwoodcp.com	<i>Broker to show space: Jeff Butler Re/Max – Butler Group 401-742-3448.</i>
---	----------	-----------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

MEMO TO THE FILE

TO: EDGAR DELGADO, Zonal Contracting Officer

FROM: STEVEN SMITH, Regional Program Manager
MARK SHINTO, Contracting Officer's Representative

RE: Change in Module via Modification from 2 to 3 (C.4.1.5)

PROJECT NUMBER: 7RI2043

TASK ORDER: GS-P-00-17-BQ-0146

LOCATION: Warwick, RI

AGENCY: US Immigration & Customs Enforcement (ICE)

The program team including the RPM, and NCOR are submitting this memo to the ZCO for and in consideration of modifying existing task order GS-P-00-17-BQ-0146, awarded to Jones Lang LaSalle Americas, Inc, from Module 2 to Module 3 by use of GLS contract language C.4.1.5:

GLS Contract C.4.1.5. Changes to a Task Order after Issuance of Task Order

1. After receipt of a task order, changes to any of the following require a modification to the task order:

a) Change in Module prior to Lease award;

BACKGROUND

On April 28, 2017, Jones Lang LaSalle Americas, Inc, was awarded task order GS-P-00-17-BQ-0146 to procure module 2 (Programming & Acquisition Services) in Warwick, RI for the US Immigration & Customs Enforcement (ICE).

GS-P-00-17-BQ-0146 to procure Module 5 (requirements development, lease acquisition, and post award services), in Warwick, RI for Immigration & Customs Enforcement (ICE). On June 20, 2016, the Zonal Contracting Officer was notified of an error and oversight made on the Broker Project Summary sheet. The requesting Contracting Officer's Representative had intended to request a Module 1, but when he was unable to locate the appropriate MSA using the MSA Tool, he selected "No MSA," which defaulted to a Module 5. The COR, RPM, and NCOR have discussed how this oversight could have occurred in the GREX system but do not believe that this should impact the awardee. The task orders were awarded to CBRE, Inc using the procedures set forth for task orders F.3.(2)(a) via fair opportunity for orders with net commission under \$150,000.00. While the contract and admin guide allow for a change in module, programmatically it has been presented as part of the GLS Zonal Training and guidance that this should only be used in very rare instances - this is a very rare instance.

Rationale:

CBRE is performing requirements, lease acquisition, and post award services under task orders **GS-P-17-BQ-0146** for the ICE in Warwick, RI. To ensure the efficiency of this project, a modification to change the module will allow the project delivery team to be assured of completion of the requirements development, lease acquisition, and post award services in a timely manner. CBRE is already familiar with the current lease, has completed the draft schedule, market objectives, drafted the advertisement, and market research. It is imperative to note that the market is very tough so the broker had to do substantial work in the market research phase. If the task orders were to get cancelled, there is the potential that another

broker would have to expend time to research and analyze the current lease as well as the local market. This duplication of effort is likely to result in unacceptable delays to the project's completion schedule. Additionally, there would be significant rework to cancel or terminate the task order within GREX, the system of record. In the event this task order was required to be canceled or terminated for any reason, all of the work completed thus far by the Government would need to be duplicated. For the aforementioned reasons, the program team is recommending to the Zonal Contracting Officer to modify the task orders, in accordance with the contract clause C.4.1.5.

Authority:

FAR 16.505(b)(2)(c) and GLS Contract Section F.3.(4)(c) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.



GENERAL SERVICES ADMINISTRATION
REGION 1-NEW ENGLAND

MEMORANDUM

TO: Lease File LRI00279

FROM: Mark Shinto
Lease Contracting Officer

DATE: March 14, 2019

SUBJECT: A fully executed Lease was hand delivered to John/Bob Clark on October 24, 2018 -

☐ URGENT FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

NOTES/COMMENTS:

Bob Clark picked up a fully executed Lease at 10 Causeway Street, Boston, MA on October 24, 2018

(b) (6)

Mark S. Shinto, Lease Contracting Officer

Date: MAR 14 2019

PBS Standard Milestone Report				
		Date of Report:		6/4/2017
Agency:	US Immigration and Customs Enforcement			
Customer Name:	Matthew Holtzman	Phone Number:	(b) (6)	Email:
Project Location:	Warwick, RI	Address:		
Building Name:	TBD			
Planned Start Date:		Project Number:	7RI2043	
Planned Completion Date:		Lease Number:	TBD	
PBS Point of Contact:	Maureen Payton	Phone Number:	202-719-5619	Email:
Task	Baseline Estimated Completion Date	Planned Completion Date	Actual Completion Date	Comments
Customer Request	4/13/2017	4/13/2017	4/13/2017	
RWA Funds in Place for Prospectus Projects		N/A		
Acquisition Plan Finalized		4/11/2017	4/11/2017	
Initial Financial Assessment with Signed Customer Draft OA		4/3/2017	4/3/2017	
Requirements Finalized		4/13/2017	4/13/2017	
Issuance/Award date of Task Order	4/13/2017		4/28/2017	
Task Order Notice to Proceed			4/28/2017	
Requirements Finalized		4/13/2017		
Advertisement		6/16/2017	6/16/2017	Second Ad posted 12/1/2017 - change
Market Survey Report Approval		9/7/2017	9/7/2017	
Transmittal of Solicitation Package		9/18/2017	9/18/2017	
Receipt of Initial Offers		10/11/2017	10/11/2017	
Final Proposal Revisions Received		4/30/2018	4/30/2018	
Price Negotiation Memorandum Approved		7/27/2018		
Signed OA Document for Award		8/27/2018		
Lease Award		10/31/2018		
Lease Term Commencement		4/30/2019		
Occupancy		5/1/2019		Task Order EO
Task Order Required Delivery Date (required 30 Days after Occupancy)		7/1/2019		Task Oder RDI
Task Order Completion Date				
General Notes:				

(b) (6)

maureen.ezeike@gsa.gov

ents

giving term to 15 full, 10 years firm

D: 5/1/2019

D 7/1/2019

Please note: The projected schedule will be reliant upon timely completion of the above tasks by both the GSA, tenant agency, and contractor.



VIA EMAIL

October 31, 2017

Thomas J. McNaughton
VAS Realty
(978)956-3119
(b) (6)@verizon.net

RE: Request for Initial Offers – Request for Lease Proposal No. 7RI2043
Offered Building: 1 International Way, Warwick, RI
INITIAL OFFER DEFICIENCY LETTER

Dear Mr. McNaughton,

This letter is in response to your proposal in reference to the Government's RLP 7RI2043 to lease office space for the DHS-ICE. The area in which your offered building sits is within a 100-year flood plain. Per RLP 2.02, the Government is unable to operate within this property if there are alternate options. If you wish to continue to offer your building to the Government, we suggest that you re-mediate this flood plain issue as soon as possible.

A review of your offer noted the following deficiencies, which must be corrected or revised on or before **November 7, 2017** for your offer to be considered:

INCOMPLETE & INCORRECT ITEMS

1. GSA Form 1364C –

- a. **Section II, Box 9** – Place the maximum amount noted in RLP Para 1.02 (20,579 ABOA)
- b. **Section II, Box 10** – Correct the offered RSF amount
- c. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need (b) (4) sf in tenant improvement allowance. Please revise.
- d. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need (b) (4) sf in building specific amortized capital for security related improvements. Please revise.
- e. **Section II, Line 20** – Confirm the shell rental rate for years 8 – 10
- f. **Section III, Box 27** – Confirm the fee schedule for tenant improvements

MISSING ITEMS

- 1. RLP Exhibit A. Standard Lease GSA Form L201C**
 - a. Please initial the bottom of each page within the exhibit
- 2. RLP Exhibit B. Agency Special Requirements**
 - a. Please initial the bottom of each page within the exhibit
- 3. RLP Exhibit C. Security Requirements Level III**
 - a. Please initial the bottom of each page to confirm that your group is in agreement with the security requirements
- 4. RLP Exhibit D. GSA Form 3516, Solicitation Provisions**
 - a. Please initial the bottom of each page within the exhibit

5. RLP Exhibit E. GSA Form 3517B, General Clauses

- a. Please initial the bottom of each page within the exhibit

6. Conditional Commitment of Funds

- a. Per RLP Par. 3.06(C), please provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space.

Your cooperation is greatly appreciated. If you have any questions regarding the deficiencies listed in this letter feel free to contact Richard Corley at (202)250-9578 or Richard.CorleyJr@am.jll.com.

Sincerely,

Mark Shinto, Leasing Contracting Officer, GSA

cc: Richard Corley, GSA Authorized Representative, Jones Lang LaSalle

PRICE NEGOTIATION MEMORANDUM AND RECORD OF AWARD DECISION

PROJECT NO. 7RI2043
LEASE NO. GS-01P-LRIXXXXX
U.S. Immigration and Customs Enforcement
Warwick, RI

BACKGROUND AND REQUIREMENT

GSA currently leases 30,000 rentable square feet (“RSF”) 29,204 ANSI/BOMA office area square feet (“ABOA SF”) of office and related space for U.S. Immigration and Customs Enforcement (ICE) at 1 International Way in Warwick, Rhode Island under Lease No. LRI04549 that expires April 30, 2019.

U.S Immigration and Customs Enforcement requires 20,579 ABOA square feet of office and related space in Warwick, Rhode Island. The term is for fifteen (15) years, ten (10) years firm. The offered space must meet Government requirements for fire and life safety and accessibility. Thirty-Four (34) surface/outside reserved parking spaces are required for this procurement

On April 28, 2017, Jones Lang LaSalle Americas, Inc. (JLL) received task order #GS-P-00-17-BQ-0146 from the General Services Administration with the above request.

Specialized requirements include exterior covered, fenced sally port, room for two storage containers located in parking area outside of building (each container occupies approximately 320 sf each), and offered space and parking must be 24/7 accessible. There is no suitable, federally controlled space to house this requirement.

The Government’s objective is to acquire suitable space from a responsible source to house the ICE in accordance with all federal procurement regulations and GSA policies. The lease terms will be negotiated at a rental rate consistent with current market conditions at a fair and reasonable price.

METHOD

Full and Open Competition

ADVERTISEMENT AND MARKET SURVEY INFORMATION

GSA posted an advertisement on the Federal Business Opportunities website (FBO) from June 16, 2017 through July 10, 2017. The delineated area was defined within with the following boundaries: City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston, Rhode Island. There were six (6) expressions of interest received following the FBO advertisement. Of the 6 expressions of interest received it was determined that only 4 building met the agency requirements.

Thomas J. McNaughton VAS Realty (b) (6) (b) (6) verizon.net	Current Location: 1 International Way Warwick, RI
Paul Hood CBRE 750 9th Street, NW Suite 900 Washington, DC 20001 (b) (6)	Mashapaug Commons 77 Reservoir Ave Providence, RI
Jamie Scruggs Government Lease Advisors, Inc. Washington DC (b) (6) (b) (6) govleaseadvisors.com	487 Jefferson Boulevard Warwick, RI
Alden Anderson CBRE/New England One Financial Plaza 14th Floor Providence, RI 02903 (b) (6) (b) (6) cbre-ne.com Robert Clark Cape Moraine LLC 26260 Devonshire Ct. Unit 101 Bonita Springs, FL 34134 (508) 284-6967 (b) (6) @comcast.net	443 Jefferson Boulevard Warwick, RI

In addition to the posting the FBO advertisement, the GSA Broker Contractor, Sean Lynch, did a thorough search for available space by conducting a subsequent market sweep through CoStar research and market due diligence, to identify additional properties that could potentially satisfy the requirement.

GSA posted an advertisement on the Federal Business Opportunities website (FBO) from December 1, 2017 through December 18, 2017 amending the term from 10 years, 7 years firm to 15 years, 10 years firm. The delineated area was defined within with the following boundaries: City Limits of Warwick, Johnston, Providence, Pawtucket, and Cranston, Rhode Island.

MARKET SURVEY

GSA conducted a market survey on August 17, 2017. The Government representatives surveyed four buildings, of which three were determined to meet, or were capable of meeting, the Government's requirements.

Two buildings became unavailable soon after submitting their expressions of interest. One building was deemed to be too close to residential homes which would not meet the agency's requirements.

The full market survey report is in the project file.

REQUEST FOR LEASE PROPOSALS

The Request for Lease Proposals (RLP) No. 7RI2043 was sent to the ICE representative for concurrence on June 1, 2017. The agency concurred with the RLP package on July 19, 2017. GSA sent the final RLP package via email to VAS Realty, Government Lease Advisors Inc., and CBRE/ New England on September 15, 2017 with a due date for initial offers on October 9, 2017 at 5:00 p.m., Eastern Time.

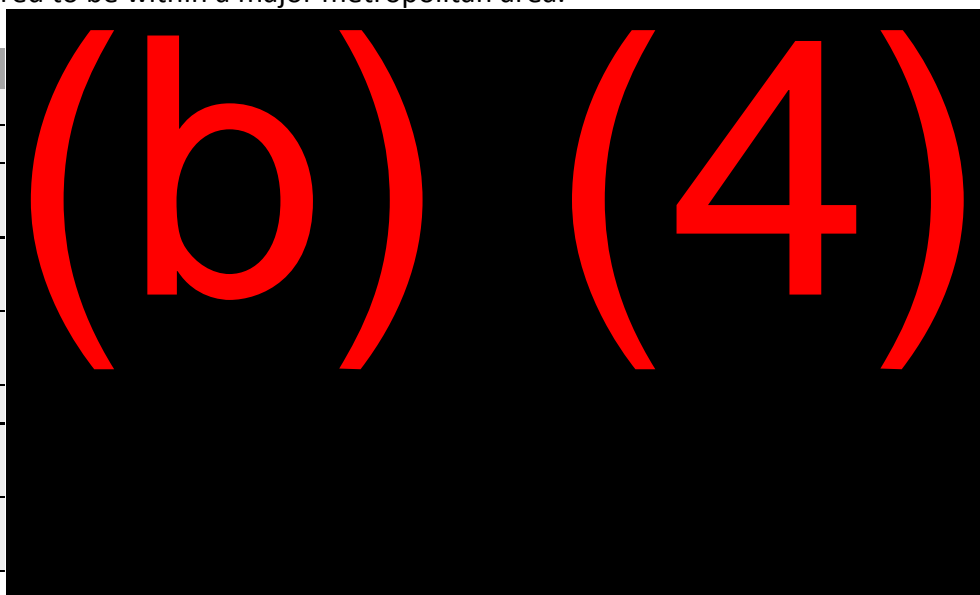
RLP AMENDMENTS

No. 1 – issued September 29, 2017 to VAS Realty for extending initial offer due date
No. 2 – issued February 22, 2018 to VAS Realty and Cape Moraine LLC for firm term changed from 7 years to 10 years.
No. 3 – issued July 9, 2018 to VAS Realty and Cape Moraine LLC for changed parking spaces from 130 surface/outside parking to 34 surface/outside parking spaces.

NEGOTIATION OBJECTIVES

The following negotiation objectives were prepared during pre-solicitation using information from CoStar, GSA Comparables, JLL Research, and market knowledge from Sean Lynch, the local markets JLL broker representative. A Bullseye report was not received for this project since Warwick, RI is not considered to be within a major metropolitan area.

ITEM
Shell Rental Rate (RSF)
Base Cost of Service (RSF)
TI Amortization Interest Rate
BSAC Amortization Interest Rate
Tenant Improvement Rate (RSF)
BSAC Rate (RSF)
Full Service Rental Rate (year 1)
Hourly Overtime Rate (\$/hr)



OFFERS RECEIVED

GSA received timely initial offers from the following:

Offeror One: Cape Moraine, LLC, October 11, 2017 (RREF 443 Jefferson Boulevard, LLC)

Offeror Two: VAS Realty, September 18, 2017

Offeror Three: Government Lease Advisors, Inc., Inc., October 11, 2017

RECORD OF NEGOTIATIONS:

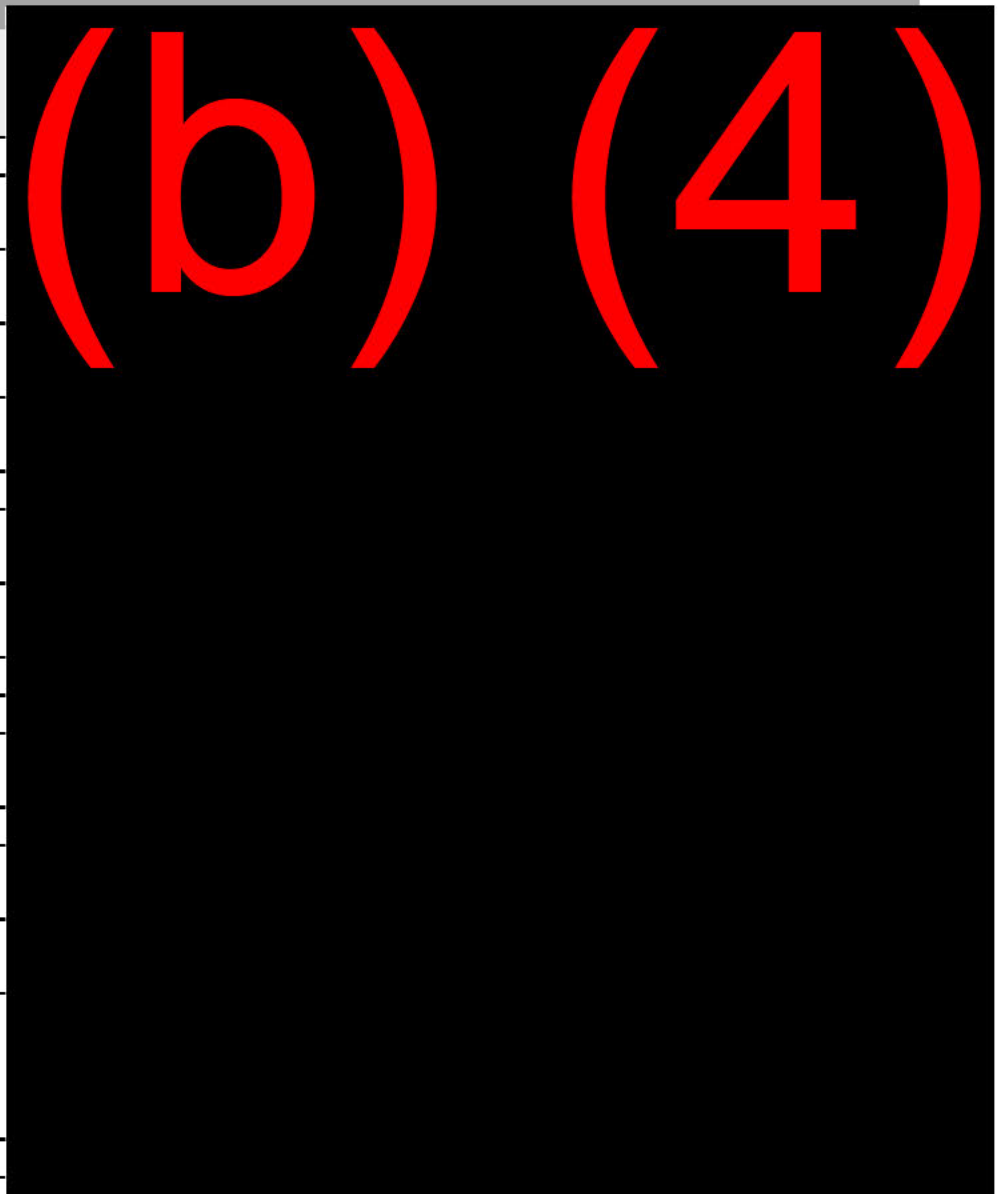
Offeror One

Negotiations were conducted by Government Representative Richard Corley and Maureen Payton, Broker Contractor under the advisement of Mark Shinto, GSA Lease Contracting Officer:

Offeror	Cape Moraine, LLC
---------	-------------------

Offeror Representative	Robert Clark
Company	Cape Moraine, LLC
Phone Number	(b) (6)
Email	(b) (6) comcast.net
Building Name	443 Jefferson
Building Address	443 Jefferson Blvd. Warwick, RI 02886

Cape Moraine, LLC
Item
Shell Rental Rate/RSF
Base Cost of Services/RSF
TI Amortization Interest Rate (%)
BSAC Amortization Interest Rate (%)
Tenant Improvement Rate/RSF
BSAC Rate/RSF
Fully Serviced Rental Rate – Firm Term/RSF
Fully Serviced Rental Rate – Soft Term/RSF
Market Midpoint/RSF
Other Objectives:
TI Overhead Fees - Lessor PM
TI Overhead Fees – A/E
Hourly Overtime Rate/Hr)
Adjustment for Vacant Premises/ABOA SF
Free Rent (# of months)
Present Value/ABOA SF



On March 9, 2018, RREF 443 Jefferson Boulevard, LLC, the original offeror of 443 Jefferson Blvd. advised that the ownership was focused on selling the building rather than leasing. Cape Moraine, LLC advised they were looking to obtain a purchase agreement from the new ownership upon the sale being finalized in order to offer 443 Jefferson Blvd.

The initial offer was submitted by Cape Moraine, LLC. on April 20, 2018. The Landlord offered 20,579 ABOA SF (not including Common Area Factor) and 24,077 RSF on the ground floor of the building with 130 reserved parking spaces. The initial offer was not technically acceptable. A clarification letter with detailed errors and request for clarification was provided to the offeror showcasing the following:

MISSING or INCOMPLETE ITEMS

- 1. No Rent Concessions**
- 2. RLP Exhibit A, Standard Lease GSA Form L100**
 - a. Please initial the bottom of each page within the exhibit
- 3. Zoning Compliance**
 - a. Per RLP Par. 3.06(D), please provide proof that the property is compliant with local zoning laws.
- 4. List or map of amenities**
- 5. Letter of negotiation authority**
- 6. Letter of commitment of funds**
- 7. Energy Star Label or list of cost-effective energy improvements**
- 8. Floor Plans**
 - a. Per RLP Par. 3.06(O), please provide an AutoCAD file in .dwg format of the offered space and a PDF floor plan of the offered space.
- 9. Commission Agreement**
- 10. RLP Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000)**
 - a. Per RLP Par. 3.06(J), please submit information that confirms this building meets the Government's Fire Life Safety standards.
- 11. Certificate of Occupancy**
- 12. Parking plan**
 - a. On your site plan or any other visual depiction, please indicate which spaces will be reserved and secured for the tenant agency's use. If you cannot provide a visual, per RLP Par. 3.06(L), please provide a narrative of how the parking requirement will be met.

On April 24, 2018, GSA and JLL began conversation with the offeror to discuss missing items in the offer. Maureen Payton conducted a call with the offeror to discuss documents needed with submission as soon as possible.

On June 12, 2018, GSA and JLL received Cape Moraine, LLC's revised offer via Email. Upon review of the offer, Maureen Payton confirmed the submission of missing and incomplete documents. The revised offer was not technically acceptable.

Maureen Payton sent Cape Moraine, LLC the Request for Final Proposal Revisions letter on July 9, 2018. The letter included a due date for FPR of July 17, 2018 by 5:00 p.m. Eastern Time. On July 9, 2018 JLL conducted a call with the offeror prior to submitting Final Proposal Revisions to assure the offeror understood all items needing clarification.

GSA and JLL received Cape Moraine, LLC FPR timely on July 17, 2018. Changes in the FPR include a change of parking spaces 130 to 34 parking spaces. **The FPR WAS acceptable and the Present Value rate was \$40.34 per ABOA SF.**

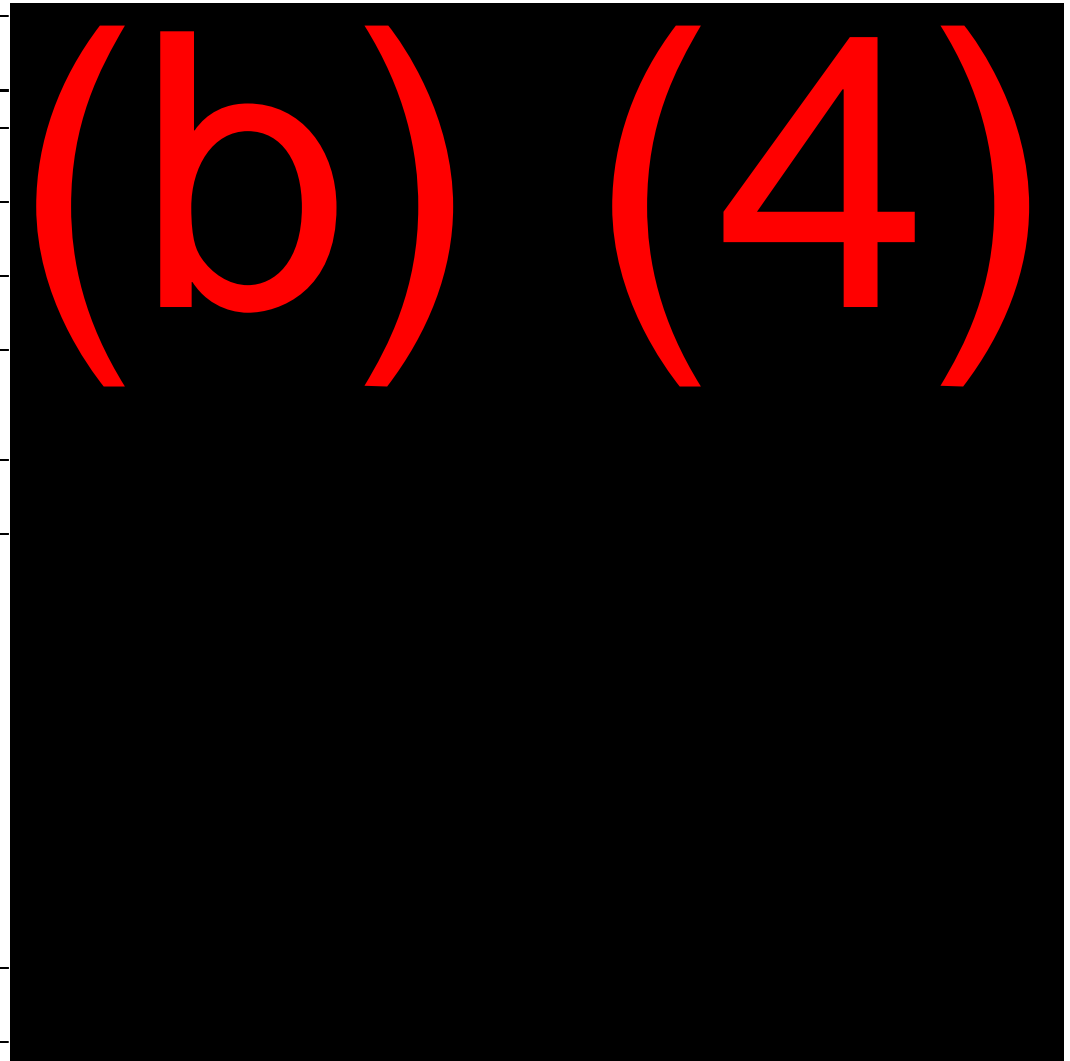
Offeror Two

Negotiations were conducted by Government Representative, Richard Corley and Maureen Payton, under the advisement of Mark Shinto, GSA Lease Contracting Officer:

Offeror	VAS Realty
Offeror Representative	Thomas J. McNaughton
Company	VAS Realty
Phone Number	978-956-3119
Email	(b) (6) verizon.net
Building Name	Saxon Building
Building Address	1 International Way Providence, RI 02886

Item	
Shell Rental Rate/RSF	(b) (4)
Base Cost of Services/RSF	
TI Amortization Interest Rate (%)	
BSAC Amortization Interest Rate (%)	
Tenant Improvement Rate/RSF	
BSAC Rate/RSF	
Fully Serviced Rental Rate – Firm Term/RSF	
Fully Serviced Rental Rate – Soft Term/RSF	

Market Midpoint/RSF
Other Objectives
TI Overhead Fees - Lessor PM
TI Overhead Fees – A/E
Hourly Overtime Rate/Hr)
Adjustment for Vacant Premises/ABOA SF
Free Rent (# of months)
Parking Rate/Space/Year
Present Value/ABOA SF



The initial offer was submitted by VAS Realty on October 11, 2017. The Landlord offered 26,087 ABOA SF (not including Common Area Factor) and 30,000 RSF on the ground and first floors of the building with 130 reserved parking spaces. The initial offer was not technically acceptable. A clarification letter with detailed errors and request for clarification was provided to the offeror showcasing the following:

INCOMPLETE & INCORRECT ITEMS

1. GSA Form 1364C –

- a. **Section II, Box 9** – Place the maximum amount noted in RLP Para 1.02 (20,579 ABOA)
- b. **Section II, Box 10** – Correct the offered RSF amount
- c. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need (b) (4) ABOA sf in tenant improvement allowance. Please revise.
- d. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need (b) (4) ABOA sf in building specific amortized capital for security related improvements. Please revise.
- e. **Section II, Line 20** – Confirm the shell rental rate for years 8 – 10
- f. **Section III, Box 27** – Confirm the fee schedule for tenant improvements

MISSING ITEMS

13. RLP Exhibit A. Standard Lease GSA Form L201C

- a. Please initial the bottom of each page within the exhibit

14. RLP Exhibit B. Agency Special Requirements

- a. Please initial the bottom of each page within the exhibit

15. RLP Exhibit C. Security Requirements Level III

- a. Please initial the bottom of each page to confirm that your group is in agreement with the security requirements

16. RLP Exhibit D. GSA Form 3516, Solicitation Provisions

- a. Please initial the bottom of each page within the exhibit

17. RLP Exhibit E. GSA Form 3517B, General Clauses

- a. Please initial the bottom of each page within the exhibit

18. Conditional Commitment of Funds

- a. Per RLP Par. 3.06(C), please provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space.

On November 7, 2017, GSA and JLL received VAS Realty's revised offer via Email. Upon review of the offer, Richard Corley confirmed the submission of missing and incomplete documents. The revised offer was not technically acceptable.

Richard Corley sent VAS Realty the Request for Final Proposal Revisions letter on February 26, 2018, detailed errors and request for clarification. The letter included a due date for FPR of March 9, 2018 by 5:00 p.m. Eastern Time.

INCOMPLETE & INCORRECT ITEMS

1. GSA Form 1364C –

- a. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need \$49.00 per ABOA sf in tenant improvement allowance. Please revise.
- b. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need \$25.00 per ABOA sf in building specific amortized capital for security related improvements. Please revise.

Maureen Payton sent VAS Realty the Request for Final Proposal Revisions letter on July 9, 2018, detailed errors and request for clarification. The letter included a due date for FPR of July 17, 2018 by 5:00 p.m. Eastern Time.

1. GSA Form 1364

- a. **Section II, Box 16** – Per RLP Para. 4.01, a competitive negotiation range has been established for this procurement and your current offer is outside of the competitive negotiation range. Please revise.
- b. **Section II, Box 16** – Per RLP Para. 4.01, a competitive negotiation range has been established for this procurement and your current offer is outside of the competitive negotiation range. Please revise.
- c. **Section II, Box 21** – Please revise annual cost per space to a more competitive rate.

- d. **Section III, Box 22c** – Per RLP Para. 1.02F, 90 days cancellation notice is required. Please revise.
- e. **Section III, Box 23** – Per RLP 7RI2043, a renewal option is not requested. Please revise.
- f. **Section III, Box 26a** – Please revise commission to meet market.
- g. **Section III, Box 27a** – Please revise to a more competitive percentage.
- h. **Section III, Box 27b** – Please revise to a more competitive percentage.
- i. **Section III, Box 28** – Please revise to provide a competitive adjustment for vacant premises.
2. **RLP No. 7RI2043** – Please return with owner initials.
3. **Amendment No. 2** – Please resubmit without any deviations to the document.
4. **Amenities** – Per RLP Para. 3.06Q – Please provide map or narrative of amenities.
5. **Energy Star or List of Cost Effective Energy Improvements** – Per RLP Para. 3.06R – Please provide evidence of Energy Star Label or cost-effective energy improvements to be completed.
6. **Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000)** – Please complete and return this form.
7. **Amendment No. 3** - 34 surface/outside parking spaces for GOVs

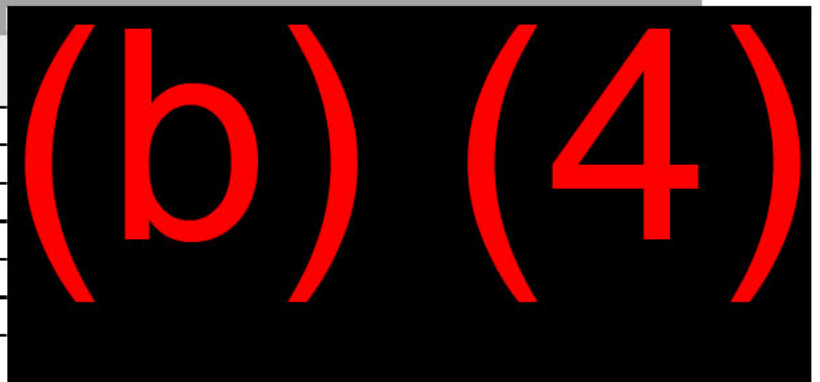
GSA and JLL received VAS Realty's FPR timely on July 17, 2018. Changes in the FPR include a change of parking spaces 130 to 34 parking spaces. **The FPR WAS NOT acceptable as rates remained outside of competitive range and the Present Value rate was \$44.40 per ABOA SF.**

Offeror Three

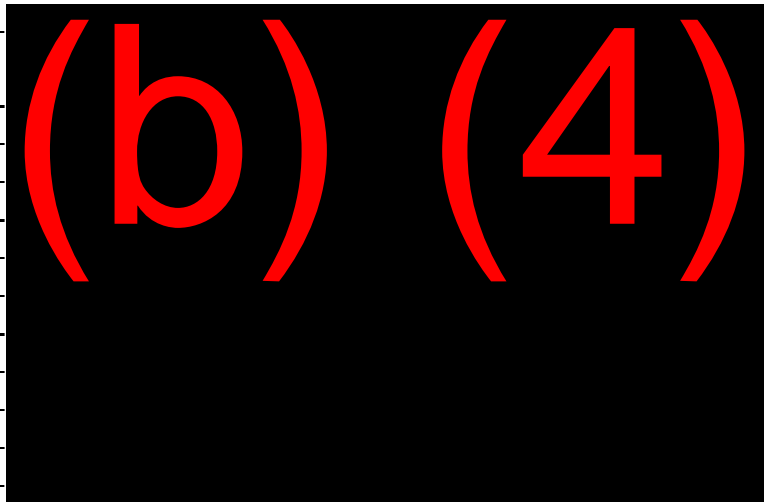
Negotiations were conducted by Government Representative Richard Corley, under the advisement of Mark Shinto, GSA Lease Contracting Officer:

Offeror	Government Lease Advisors, Inc.
Offeror Representative	Jamie Scruggs
Company	Government Lease Advisors Inc.
Phone Number	630-200-6333
Email	(b) (6) govleaseadvisors.com
Building Name	487 Jefferson Blvd.
Building Address	487 Jefferson Blvd. Warwick, RI

Government Lease Advisors, Inc.
Item
Shell Rental Rate/RSF
Base Cost of Services/RSF
TI Amortization Interest Rate (%)
BSAC Amortization Interest Rate (%)
Tenant Improvement Rate/RSF
BSAC Rate/RSF



Fully Serviced Rental Rate – Firm Term/RSF
Fully Serviced Rental Rate – Soft Term/RSF
Market Midpoint/RSF
Other Objectives
TI Overhead Fees - Lessor PM
TI Overhead Fees – A/E
Hourly Overtime Rate/Hr)
Adjustment for Vacant Premises/ABOA SF
Free Rent (# of months)
Parking Rate/Space/Month
Present Value/ABOA SF



The initial offer was submitted by Government Lease Advisors, Inc., on October 11, 2017. The Landlord offered 20,579 ABOA SF (not including Common Area Factor) and 22,637 RSF on the first floor of the building with 130 reserved parking spaces. The initial offer was not technically acceptable. A clarification letter with detailed errors and request for clarification was provided to the offeror showcasing the following:

INCOMPLETE & INCORRECT ITEMS

2. **GSA Form 1364C –**
 - a. **Section II, Box 12c & 13c** – The offered interest rate is above a GSA acceptable rate. Please revise.
3. **GSA Form 1217 –**
 - a. **Section I, Column B** – Please confirm each line item. This does not seem correct since multiple items are the same price.

MISSING ITEMS

1. **RLP Exhibit A. Standard Lease GSA Form L201C**
 - a. Please initial the bottom of each page within the exhibit
2. **RLP Exhibit B. Agency Special Requirements**
 - a. Please initial the bottom of each page within the exhibit
3. **RLP Exhibit C. Security Requirements Level III**
 - a. Please initial the bottom of each page to confirm that your group is in agreement with the security requirements
4. **RLP Exhibit D. GSA Form 3516, Solicitation Provisions**
 - a. Please initial the bottom of each page within the exhibit
5. **RLP Exhibit E. GSA Form 3517B, General Clauses**
 - a. Please initial the bottom of each page within the exhibit
6. **RLP Exhibit H. GSA Form 3518, Addendum to System for Award Management Representations and Certifications**
 - a. Per RLP Par. 3.06(B), please submit this exhibit completed. Please attach a copy of your active SAM registration.

7. Conditional Commitment of Funds

- a. Per RLP Par. 3.06(C), please provide satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space.

8. Zoning Compliance

- a. Per RLP Par. 3.06(D), please provide proof that the property is compliant with local zoning laws. Proof was not received via email or postal mail.

9. Documentation of Ownership

- a. With respect to RLP Par. 3.06(E), please provide a copy of the warranty deed, including the legal description, to demonstrate satisfactory evidence of ownership.

10. RLP Exhibit I. GSA Form 12000

- a. Per RLP Par. 3.06(J), please submit information that confirms this building meets the Government's Fire Life Safety standards.

11. Building Tax Information

- a. Per RLP Par. 3.06(K), please provide the legal description and prior year tax notices for the offered property

12. Parking Plan

- a. On your site plan or any other visual depiction, please indicate which spaces will be reserved and secured for the tenant agency's use. If you cannot provide a visual, per RLP Par. 3.06(L), please provide a narrative of how the parking requirement will be met.

13. Floor Plans

- a. Per RLP Par. 3.06(O), please provide an AutoCAD file in .dwg format of the offered space and a PDF floor plan of the offered space.

14. Energy Star Documentation

- a. Please note that no later than the due date for final proposal revisions, Offeror must submit documentation in accordance with RLP Paragraph 3.06(R).

On November 10, 2017, Government Lease Advisors, Inc., advised that they would be withdrawing from consideration for RLP 7RI2043.

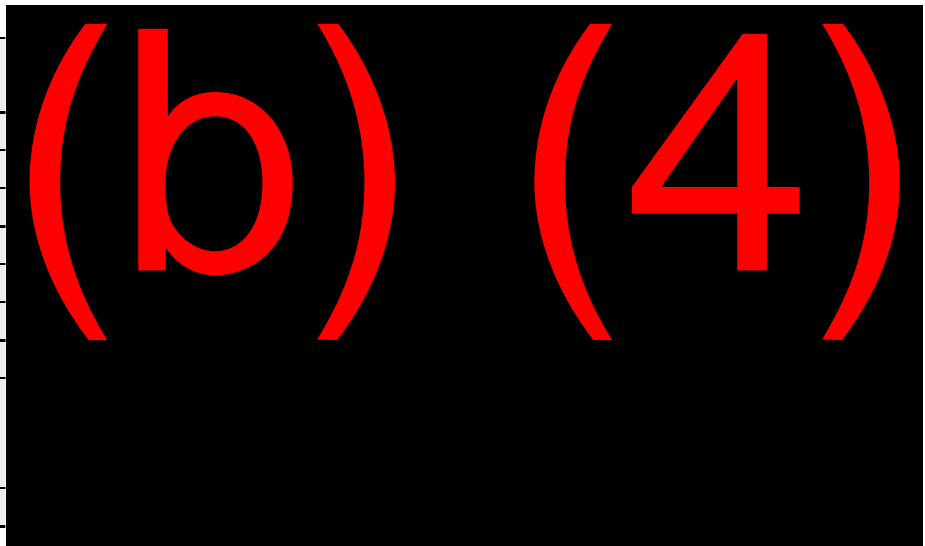
EVALUATION/CONCLUSION

PRICE EVALUATION

By the close of FPR, two offers were received for this procurement. A present value evaluation of these offers were conducted by JLL representative Maureen Payton and submitted to LCO Mark Shinto for review and approval. A summary of FPR offers and PVAs are presented in the following table:

Summary of FPR Offers and PVAs			
<u>Item</u>	<u>Final Proposal</u> <u>443 Jefferson Blvd.</u>	<u>Final Proposal</u> <u>1 International Way</u>	<u>Negotiation</u> <u>Objectives</u>
RSF	24,077	23,667	N/A
ABOASF	20,579	20,579	20,579

Shell Rent/RSF Yrs 1-10
Shell Rent/RSF Yrs 11-15
Operating Expenses*
TI Rent/RSF Yrs 1-10
BSACRent/RSF Yrs 1-10
Amortization Rate
HVAC OT Rate
Vacant Premises Adjust.
Concessions
PVA/ABOASF



As can be seen in the table above, the offer from Cape Moraine, LLC. located at 443 Jefferson Boulevard in Warwick, RI is the lowest-priced, technically-acceptable offer to the RLP, with a present value of \$(b) (4). Cape Moraine, LLC offered a full-service rate of (b) (4) per RSF for years 1 through 15 for a total contract value of (b) (4) 0. The offered rental rates, all components, and other pricing items fell within acceptable ranges and below the market high-point. The rental rates compare favorably with current market conditions, as supported by the Negotiation Objectives prepared for this procurement.

TECHNICAL EVALUATION: This section is intended to address technical compliance for lowest price technically acceptable procurements. Technical evaluations under best value tradeoff procurements should be addressed in separate documents such as source selection evaluation reports.

GSA verified the final offer submitted by Cape Moraine, LLC is technically acceptable:

1. The square footage of 20,579 ABOA SF on the ground floor of the building located 443 Jefferson Boulevard, along with 34 onsite, reserved parking spaces.
2. GSA has confirmed the availability of a variety of employee services/amenities within the immediate vicinity of the building. JLL has confirmed this through online search .
3. GSA has confirmed through online search the following public transportation service to the building.
4. GSA Regional Environmental Quality Advisor confirmed that 443 Jefferson Boulevard is not located within a floodplain, as documented in the file.
5. GSA Regional Fire Protection Engineer conducted a review of the Fire and Life Safety and documentation and confirmed that that the proposed site meets RLP fire and life safety requirements.
6. GSA verified the Offeror has a conditional commitment of funds letter in the amount necessary to prepare shell, TI and BSAC improvements to the space.
7. GSA verified that the building is zoned in GI (General Industrial District) per the City of Warwick Planning and Zoning Department.

8. GSA verified evidence of ownership and/or control of site by reviewing the Purchase Agreement with current Deed Owner.
9. The offered building meets the requirements under the RLP Paragraph “Energy Independence and Security Act” as follows:
 - **No space is offered in a Building with an Energy Star Label that meets RLP requirements**
 - **Energy Efficient LED Lighting – All interior lighting will be replaced with new LED lighting per final Tenant requirements. All exterior lighting, including parking lot poles (5), will be replaced with new LED lighting.**
 - **Lighting Occupancy Sensors – Light controls and occupancy sensors will be installed to manage all interior spaces.**
 - **Energy Star HVAC Equipment – HVAC unit(s) compliant with the Energy Star Program Requirements for Light Commercial HVAC Gas/Electric Package Unit will be installed to meet the full building demand.**
 - **Energy Star hot water heater**
 - **Remote access HVAC thermostat controls**
 - **Low flush toilets**
 - **Touchless faucets**

SYSTEMS FOR AWARD MANAGEMENT (SAM) REGISTRATION

- Offeror is registered in the SAM database
- Offeror has no active exclusions
- Offeror’s registration purpose is listed as “All Awards”
- Owner is not a foreign-owned entity
- Offeror has completed all required online Representations and Certifications; LCO has reviewed these and placed in lease file. Based on this review:
 - Offeror is a small business and does not need to complete a small business subcontracting plan

Based on the above, the Government has determined that the offer by Cape Moraine, LLC. for 20,579 ABOA SF (24,077 RSF) at 443 Jefferson Boulevard, Warwick, RI is fair and reasonable and that it is in the best interest of the Government to award this lease to Cape Moraine, LLC to meet the requirements identified in RLP No. 7RI2043.

Reviewed by:

NAME

Regional Counsel

Date

Prepared by:

PNM Project # 7RI2043

(b) (6)

NAME
Broker Contractor

8/16/2018

Date

Approved by:

NAME
Lease Contracting Officer

Date

Item #1

VAS Realty, LLC
137 Applegate Road
Cranston Rhode Island 02920

Solicitation Number 7R12043

Site: One International Way, Warwick, RI 02886

Timeline of Events

June 18, 2017: Subject R LP is advertised in fbo.gov for office space within delineated area. Special requirements: 134 secured parking spaces, sally port, security III level building. VAS as incumbent landlord receives no notice or courtesy call regarding advertisement.

June 19, 2017: VAS called the GSA Broker Mr. Richard Corley to verify that this was indeed a solicitation for the tenant currently occupying the facility at the subject location. He immediately confirmed it was. When VAS asked why Mr. Corley hadn't notified VAS, he stated "he was aware that VAS was the current landlord but didn't have any contact information and didn't know how to get this information". VAS submits via email expression of interest letter to Mr. Richard Corley - Jones Lang LaSalle (JLL) brokerage. In response, Mr. Coley questions if VAS is "indeed interested in leasing to this (DHS) Agency."

August 7, 2017: Received confirmation of date and time of market survey. Broker also instructed us to fill out the market survey form for him. Completing this form is normally performed by GSA and not the prospective offeror. When questioned Mr. Corley simply said that someone told him to do it. To avoid any issues VAS agreed to fill the form out for him.

August 17, 2017: Met GSA, Broker and Tenant reps for building tour. Presented the completed market survey form to Mr. Corley. Market survey is completed of subject location.

September 18, 2017: VAS receives RLP Package 7R12043 Warwick, Rhode Island. Initial offers are due October 9, 2017. Subsequently Amendment 1 changes due date to October 11.

October 11, 2017: Initial bid package is submitted via email. VAS submits two offers: 10 year/7 firm Per RLP and 10year firm offering more competitive rental rate. The 10-year option is not requested in the solicitation. All required documents are submitted including flood zone maps showing this site is not in 100-year flood zone.

October 31, 2017: VAS receives deficiency letter from Mr. Corley. The first paragraph states "the area in which your offered building sits is within the 100 year flood plain...the Government

is unable to operate within this property if there are alternate options". This statement is made even though VAS has repeatedly demonstrated over the past 7 years the building is not in the 100 year flood plain. And the tenant has been operating at this site, without incident, for the past 9 years. Other changes to VAS's bid are requested.

November 17, 2017: Response to deficiency letter is sent to Mr. Corley. Included are additional FEMA maps, letter from Warwick Rhode Island Planning Board Director, and Rhode Island Emergency Planning Agency FEMA Director demonstrating and attesting to the fact the site location is definitely not in the 100year flood plain. The shaded area-X in which the building is located is in the 500year flood plain. Meaning the probability of this location flooding is 1% every 500 years. Also included are details of major repairs made by the state of Rhode Island for both the Patuxent River and Dam system.

November 21, 2017: VAS receives request for Final Proposal Revisions due December 1, 2017.

November 24, 2017: Mr. Mark Shinto GSA Boston schedules a courtesy call to VAS regarding the VAS's concerns of being singled out due to the suggestion in the deficiency letter that the site was in the 100year flood plain.

Monday, November 27, 2017: Phone call between Mr. Shinto and Mrs. Scola regarding concerns of flood reference in Mr. Corley's letter of October 31, 2017. Mr. Shinto assures VAS the flood was settled a long time ago and is no longer an issue. A tour of the building is scheduled for December 11 at 9 AM. As no current Lease Contracting Officer (LCO) from GSA Boston had ever been to the facility. During the course of this conversation Mr. Shinto directs Mrs. Scola – that VAS only needs to respond to a ten-year firm best and final. Not to bother with the seven-year firm term. He further requests VAS email Mr. Corley and copy him regarding this instruction, so he has a paper trail.

Tuesday, November 28, 2017: Mr. Corley is emailed regarding Mr. Shinto's instructions to VAS to submit only a 10year firm proposal and asks him to confirm receipt of email.

Thursday, November 30, 2017:

10:00 a. m. - second email to Mr. Corley requesting confirmation of change to best and final submission.

2:55 p. m.- Mr. Corley emails: "he should have an answer/update soon". This is 3 days after Mr. Corley was notified VAS had been instructed to only submit a 10- year firm proposal.

Friday, December 1, 2017:

9:56 a.m. -Mr. Corley email to VAS - GSA has stopped/paused negotiations and subject procurement. VAS, at this time, had finalized its proposal and is ready to submit, and is just waiting for Mr. Corley's confirmation of the change to submit only 10-year firm. Without this acknowledgment, VAS believed it would be considered as "not complying" with requirement.

10:38 a.m. - Initial bid Final Proposal Revisions is canceled and procurement re-advertise on fbo.gov. Changes to subject procurement: Term is changed from 10 years/7firm to 15 years/10

firm. The procurement is changed to the same firm term Mr. Shinto told VAS to submit. The parking requirement of 130 onsite reserved/ secured spaces for the governments use is unchanged. DHS-ICE changed the requirement only after Mr. Corley was told Mr. Shinto directed VAS to only respond to the 10-year firm proposal. A ten-year firm option was not even requested in the original solicitation but VAS offered this to the tenant to provide a more competitive rent rate.

December 11, 2017: GSA-LCO Mr. Shinto tours the Rhode Island facility 9:00a.m. During this meeting the reduction in floor plan and resulting unmarketable space was discussed. Mr. Shinto agreed the 5600 s.f. of space DHS/ICE would not be taking would be unmarketable and we should include this unmarketable space in our final revision proposal. He also asked Mr. David Hall, GSA Building Manager for RI if there were any compatible agencies that could be put in the unused space. His assessment of the space was that much of the existing could remain as is if the space was going to be reconfigured, requiring little to no modifications and that the building looked brand new. Also discussed was the comparison to be made during the evaluation process. Specifically, how this would be fair to VAS when our building does not require a \$5M plus build-out and any move would require a huge new investment of taxpayer funds. We were assured all this would be taken into account during the evaluation process.

December 12, 2017: VAS submits second expression of interest letter for the revised procurement and offers the same site.

January 29, 2018: Per email from Mr. Shinto a second market survey is scheduled for the first week of March 2018. Our site did not need to be toured again. One new location is to be toured resulting from the second ad which ran for 3 full weeks. According to the Rhode Island broker network at this time, Cape Moraine, LLC (CM) was working to secure a building, 155 Plan Way in Warwick but lost the site when the owner was told a jail was to be built on site. This property also could not meet the 130-car secure space requirement in the RLP but was still being pursued by Cape Moraine.

February 23, 2018: 443 Jefferson Blvd, Warwick RI (future awarded site) is put up for auction after being vacant for years. The auction is to be April 9-11, 2018.

February 26, 2018: VAS receives request for second Final Proposal Revisions now due March 9, 2018. This request comes 2 weeks before the second market survey date. Not enough time for the new bidder secure another site or develop a bid.

March 5, 2018: Per email from Mr. Shinto GSA is looking to award this lease in the April/May 2018 timeframe.

March 7, 2018: Rhode Island broker network confirms CM no longer had 155 Plan Way to propose. The owner refused to go forward with the sale and took the property off the market. So, the 2nd bidder had not secured a property in time to meet the March 9, 2018 deadline.

March 9, 2018: VAS's Final Proposal Revisions is submitted.

March 26, 2018: Per conversation with Mr. Shinto, Mr. Corley has left JLL. GSA now plans to award lease end of May. The broker is finishing his due diligence and making sure all the regulations and proper procedures were followed during the process. This is Mr. Sean Lynch, the other JLL broker present for the August 2017 RI Market Survey and an associate of Mr. Corley.

March 28, 2018: Mr. Mike Giuttari—a RI commercial broker and VAS's broker for the subject facility calls VAS and asks if our tenant was moving out as there is a GSA investor (CM) out of Washington DC in RI trying to find a building to put ICE in. The investor calls Mr. Giuttari asking to hire him to help find a building to put ICE in and asking questions about the current facility. This is 3 weeks after the last Final Proposal Revision due date and CM is STILL LOOKING for a building. When Mr. Giuttari questions how he is going to get the ICE lease when the negotiations have been closed with the March 9, 2018 deadline, the conversation ends.

April 11, 2018: 443 Jefferson Blvd. Warwick RI is sold at auction.

April 23, 2018: VAS requests status update. Per Mr. Shinto, the offers are still under review.

May 2018: CM obtains an option on 443 Jefferson Blvd. This is 2 months after the last Final Proposal Revision submission date. VAS had heard nothing from GSA regarding the procurement other than the standard canned response. CM is still in RI telling everyone who will listen, that ICE will be moving to his location. Until this date CM controlled no property in the delineated area of the subject solicitation.

June 5, 2018: VAS requests status update, now 3 months after best and final and well past the expected lease award dates discussed previously. Mr. Shinto suggest contacting JLL directly.

June 19, 2018: Per JLL - offers are still being evaluated.

June 25, 2018: Per JLL -offers are still being evaluated.

July 6, 2018: VAS requests a meeting with Mr. Mike Strobel GSA Boston. The request is denied.

July 6, 2018: The RI real estate community grapevine confirms Cape Moraine is buying 443 Jefferson Blvd. with the stated purpose of putting ICE in the space as a tenant.

July 9, 2018: VAS is contacted by the GSA Broker and told that the procurement is re-opened and receives new request for submission of another Final Proposal Revision. This is the first contact regarding Final Proposal Revisions submitted March 9, 2018. A one week deadline is given. Included is Amendment 3 with a MAJOR CHANGE to procurement regarding on-site parking requirement. 130 on site reserved/secured spaces is changed to 34 reserved/secured spaces with the ability to accommodate 94 surface/outside spaces (128 total) for privately owned vehicles, which were not to be in the lease. It should also be noted that these parking spaces were no longer required to be "on site". **Procurement is not re-advertised in FBO or any other media outlet.** Additional documents were requested of VAS which had already been submitted twice.

July 12, 2018: VAS questions what authority or regulation allows negotiations to be reopened after being officially closed on March 9 per GSA's own letter. Other clarifications are requested.

July 16, 2018: JLL responds per Mike Strobel, negotiations are open until lease award, contrary to GSA's own notifications that all negotiations are closed with Final Proposal Revision submissions. JLL states that the contracting officer can re-open negotiations on any procurement at any time for any reason until lease execution. This response directly contradicts the letter signed by the contracting officer which stated "The date established by the Government for submission of Final Proposal Revisions represents terminations of all negotiations in connection with the above reference RLP".

July 17, 2018: VAS Submits second Final Proposal Revisions.

August 1, 2018: VAS requests status update, per JLL -wrapping up evaluation.

August 12, 2018: VAS request status update, No Response.

August 14, 2018: VAS requests status update, per JLL - still evaluating.

August 21, 2018: VAS requests status update, per JLL - still evaluating.

August 27, 2018: VAS requests status update, per JLL - still evaluating.

September 19, 2018: VAS request status update per JLL -procurement is under the LCO's review. This is 10 plus weeks after last Final Proposal Revision submission and 6 months after the March 9, 2018 deadline terminating all negotiations in connection with the above referenced RLP.

October 10, 2018: VAS requests status update - no response.

October 26, 2018: VAS receives a letter via email stating Cape Moraine, LLC is awarded the lease for subject procurement.

October 29, 2018: Request for Debrief is submitted to GSA. VAS receives no response.

November 9, 2018: Second request for Debrief is made. This is 11 days after first timely request and well outside the 5day window GSA has to debrief when practicable.

November 9, 2018: GSA finally responds to request for debrief. Dates offered are November 15 and November 20 via teleconference. An in person debrief is offered and decline as the principles are no longer in the area after waiting 10 days for a response. The teleconference debrief is declined when VAS is informed GSA/LCO Mike Strobel is working by direction.

Item #1

VAS Realty, LLC
137 Applegate Road
Cranston Rhode Island 02920

Solicitation Number 7R12043

Site: One International Way, Warwick, RI 02886

Timeline of Events

June 18, 2017: Subject R LP is advertised in fbo.gov for office space within delineated area. Special requirements: 134 secured parking spaces, sally port, security III level building. VAS as incumbent landlord receives no notice or courtesy call regarding advertisement.

June 19, 2017: VAS called the GSA Broker Mr. Richard Corley to verify that this was indeed a solicitation for the tenant currently occupying the facility at the subject location. He immediately confirmed it was. When VAS asked why Mr. Corley hadn't notified VAS, he stated "he was aware that VAS was the current landlord but didn't have any contact information and didn't know how to get this information". VAS submits via email expression of interest letter to Mr. Richard Corley - Jones Lang LaSalle (JLL) brokerage. In response, Mr. Coley questions if VAS is "indeed interested in leasing to this (DHS) Agency."

August 7, 2017: Received confirmation of date and time of market survey. Broker also instructed us to fill out the market survey form for him. Completing this form is normally performed by GSA and not the prospective offeror. When questioned Mr. Corley simply said that someone told him to do it. To avoid any issues VAS agreed to fill the form out for him.

August 17, 2017: Met GSA, Broker and Tenant reps for building tour. Presented the completed market survey form to Mr. Corley. Market survey is completed of subject location.

September 18, 2017: VAS receives RLP Package 7R12043 Warwick, Rhode Island. Initial offers are due October 9, 2017. Subsequently Amendment 1 changes due date to October 11.

October 11, 2017: Initial bid package is submitted via email. VAS submits two offers: 10 year/7 firm Per RLP and 10year firm offering more competitive rental rate. The 10-year option is not requested in the solicitation. All required documents are submitted including flood zone maps showing this site is not in 100-year flood zone.

October 31, 2017: VAS receives deficiency letter from Mr. Corley. The first paragraph states "the area in which your offered building sits is within the100 year flood plain...the Government

is unable to operate within this property if there are alternate options". This statement is made even though VAS has repeatedly demonstrated over the past 7 years the building is not in the 100 year flood plain. And the tenant has been operating at this site, without incident, for the past 9 years. Other changes to VAS's bid are requested.

November 17, 2017: Response to deficiency letter is sent to Mr. Corley. Included are additional FEMA maps, letter from Warwick Rhode Island Planning Board Director, and Rhode Island Emergency Planning Agency FEMA Director demonstrating and attesting to the fact the site location is definitely not in the 100year flood plain. The shaded area-X in which the building is located is in the 500year flood plain. Meaning the probability of this location flooding is 1% every 500 years. Also included are details of major repairs made by the state of Rhode Island for both the Patuxent River and Dam system.

November 21, 2017: VAS receives request for Final Proposal Revisions due December 1, 2017.

November 24, 2017: Mr. Mark Shinto GSA Boston schedules a courtesy call to VAS regarding the VAS's concerns of being singled out due to the suggestion in the deficiency letter that the site was in the 100year flood plain.

Monday, November 27, 2017: Phone call between Mr. Shinto and Mrs. Scola regarding concerns of flood reference in Mr. Corley's letter of October 31, 2017. Mr. Shinto assures VAS the flood was settled a long time ago and is no longer an issue. A tour of the building is scheduled for December 11 at 9 AM. As no current Lease Contracting Officer (LCO) from GSA Boston had ever been to the facility. During the course of this conversation Mr. Shinto directs Mrs. Scola – that VAS only needs to respond to a ten-year firm best and final. Not to bother with the seven-year firm term. He further requests VAS email Mr. Corley and copy him regarding this instruction, so he has a paper trail.

Tuesday, November 28, 2017: Mr. Corley is emailed regarding Mr. Shinto's instructions to VAS to submit only a 10year firm proposal and asks him to confirm receipt of email.

Thursday, November 30, 2017:

10:00 a. m. - second email to Mr. Corley requesting confirmation of change to best and final submission.

2:55 p. m.- Mr. Corley emails: "he should have an answer/update soon". This is 3 days after Mr. Corley was notified VAS had been instructed to only submit a 10- year firm proposal.

Friday, December 1, 2017:

9:56 a.m. -Mr. Corley email to VAS - GSA has stopped/paused negotiations and subject procurement. VAS, at this time, had finalized its proposal and is ready to submit, and is just waiting for Mr. Corley's confirmation of the change to submit only 10-year firm. Without this acknowledgment, VAS believed it would be considered as "not complying" with requirement.

10:38 a.m. - Initial bid Final Proposal Revisions is canceled and procurement re-advertise on fbo.gov. Changes to subject procurement: Term is changed from 10 years/7firm to 15 years/10

firm. The procurement is changed to the same firm term Mr. Shinto told VAS to submit. The parking requirement of 130 onsite reserved/ secured spaces for the governments use is unchanged. DHS-ICE changed the requirement only after Mr. Corley was told Mr. Shinto directed VAS to only respond to the 10-year firm proposal. A ten-year firm option was not even requested in the original solicitation but VAS offered this to the tenant to provide a more competitive rent rate.

December 11, 2017: GSA-LCO Mr. Shinto tours the Rhode Island facility 9:00a.m. During this meeting the reduction in floor plan and resulting unmarketable space was discussed. Mr. Shinto agreed the 5600 s.f. of space DHS/ICE would not be taking would be unmarketable and we should include this unmarketable space in our final revision proposal. He also asked Mr. David Hall, GSA Building Manager for RI if there were any compatible agencies that could be put in the unused space. His assessment of the space was that much of the existing could remain as is if the space was going to be reconfigured, requiring little to no modifications and that the building looked brand new. Also discussed was the comparison to be made during the evaluation process. Specifically, how this would be fair to VAS when our building does not require a \$5M plus build-out and any move would require a huge new investment of taxpayer funds. We were assured all this would be taken into account during the evaluation process.

December 12, 2017: VAS submits second expression of interest letter for the revised procurement and offers the same site.

January 29, 2018: Per email from Mr. Shinto a second market survey is scheduled for the first week of March 2018. Our site did not need to be toured again. One new location is to be toured resulting from the second ad which ran for 3 full weeks. According to the Rhode Island broker network at this time, Cape Moraine, LLC (CM) was working to secure a building, 155 Plan Way in Warwick but lost the site when the owner was told a jail was to be built on site. This property also could not meet the 130-car secure space requirement in the RLP but was still being pursued by Cape Moraine.

February 23, 2018: 443 Jefferson Blvd, Warwick RI (future awarded site) is put up for auction after being vacant for years. The auction is to be April 9-11, 2018.

February 26, 2018: VAS receives request for second Final Proposal Revisions now due March 9, 2018. This request comes 2 weeks before the second market survey date. Not enough time for the new bidder secure another site or develop a bid.

March 5, 2018: Per email from Mr. Shinto GSA is looking to award this lease in the April/May 2018 timeframe.

March 7, 2018: Rhode Island broker network confirms CM no longer had 155 Plan Way to propose. The owner refused to go forward with the sale and took the property off the market. So, the 2nd bidder had not secured a property in time to meet the March 9, 2018 deadline.

March 9, 2018: VAS's Final Proposal Revisions is submitted.

March 26, 2018: Per conversation with Mr. Shinto, Mr. Corley has left JLL. GSA now plans to award lease end of May. The broker is finishing his due diligence and making sure all the regulations and proper procedures were followed during the process. This is Mr. Sean Lynch, the other JLL broker present for the August 2017 RI Market Survey and an associate of Mr. Corley.

March 28, 2018: Mr. Mike Giuttari—a RI commercial broker and VAS's broker for the subject facility calls VAS and asks if our tenant was moving out as there is a GSA investor (CM) out of Washington DC in RI trying to find a building to put ICE in. The investor calls Mr. Giuttari asking to hire him to help find a building to put ICE in and asking questions about the current facility. This is 3 weeks after the last Final Proposal Revision due date and CM is STILL LOOKING for a building. When Mr. Giuttari questions how he is going to get the ICE lease when the negotiations have been closed with the March 9, 2018 deadline, the conversation ends.

April 11, 2018: 443 Jefferson Blvd. Warwick RI is sold at auction.

April 23, 2018: VAS requests status update. Per Mr. Shinto, the offers are still under review.

May 2018: CM obtains an option on 443 Jefferson Blvd. This is 2 months after the last Final Proposal Revision submission date. VAS had heard nothing from GSA regarding the procurement other than the standard canned response. CM is still in RI telling everyone who will listen, that ICE will be moving to his location. Until this date CM controlled no property in the delineated area of the subject solicitation.

June 5, 2018: VAS requests status update, now 3 months after best and final and well past the expected lease award dates discussed previously. Mr. Shinto suggest contacting JLL directly.

June 19, 2018: Per JLL - offers are still being evaluated.

June 25, 2018: Per JLL -offers are still being evaluated.

July 6, 2018: VAS requests a meeting with Mr. Mike Strobel GSA Boston. The request is denied.

July 6, 2018: The RI real estate community grapevine confirms Cape Moraine is buying 443 Jefferson Blvd. with the stated purpose of putting ICE in the space as a tenant.

July 9, 2018: VAS is contacted by the GSA Broker and told that the procurement is re-opened and receives new request for submission of another Final Proposal Revision. This is the first contact regarding Final Proposal Revisions submitted March 9, 2018. A one week deadline is given. Included is Amendment 3 with a MAJOR CHANGE to procurement regarding on-site parking requirement. 130 on site reserved/secured spaces is changed to 34 reserved/secured spaces with the ability to accommodate 94 surface/outside spaces (128 total) for privately owned vehicles, which were not to be in the lease. It should also be noted that these parking spaces were no longer required to be "on site". **Procurement is not re-advertised in FBO or any other media outlet.** Additional documents were requested of VAS which had already been submitted twice.

July 12, 2018: VAS questions what authority or regulation allows negotiations to be reopened after being officially closed on March 9 per GSA's own letter. Other clarifications are requested.

July 16, 2018: JLL responds per Mike Strobel, negotiations are open until lease award, contrary to GSA's own notifications that all negotiations are closed with Final Proposal Revision submissions. JLL states that the contracting officer can re-open negotiations on any procurement at any time for any reason until lease execution. This response directly contradicts the letter signed by the contracting officer which stated "The date established by the Government for submission of Final Proposal Revisions represents terminations of all negotiations in connection with the above reference RLP".

July 17, 2018: VAS Submits second Final Proposal Revisions.

August 1, 2018: VAS requests status update, per JLL -wrapping up evaluation.

August 12, 2018: VAS request status update, No Response.

August 14, 2018: VAS requests status update, per JLL - still evaluating.

August 21, 2018: VAS requests status update, per JLL - still evaluating.

August 27, 2018: VAS requests status update, per JLL - still evaluating.

September 19, 2018: VAS request status update per JLL -procurement is under the LCO's review. This is 10 plus weeks after last Final Proposal Revision submission and 6 months after the March 9, 2018 deadline terminating all negotiations in connection with the above referenced RLP.

October 10, 2018: VAS requests status update - no response.

October 26, 2018: VAS receives a letter via email stating Cape Moraine, LLC is awarded the lease for subject procurement.

October 29, 2018: Request for Debrief is submitted to GSA. VAS receives no response.

November 9, 2018: Second request for Debrief is made. This is 11 days after first timely request and well outside the 5day window GSA has to debrief when practicable.

November 9, 2018: GSA finally responds to request for debrief. Dates offered are November 15 and November 20 via teleconference. An in person debrief is offered and decline as the principles are no longer in the area after waiting 10 days for a response. The teleconference debrief is declined when VAS is informed GSA/LCO Mike Strobel is working by direction.

Item #2

GSA

GSA New England Region

October 26, 2018

Mr. Thomas McNaughton
c/o VAS Realty, LLC
137 Applegate Road
Cranston, RI 02920-3731

Subject: RLP 7RI2043
Warwick RI

Dear Mr. McNaughton:

This letter is provided concerning the Lease Award for the subject Request for Lease Proposal. By letter dated July 9, 2018 to VAS Realty (Offeror), the Lease Contracting Officer's Request for Final Offer Proposal identified deficiencies to be addressed by the offeror's Final Proposal Revision. The offeror's previous pricing proposal on the GSA Form 1364 did not conform with RLP 7RI2043 Paragraph 4.01 NEGOTIATIONS (JUN 2012). The offeror was advised that the proposed rental rate was outside of the competitive negotiation range. The offeror's response to the Final Offer Proposal remained unchanged and was outside of the competitive negotiation range. As a result, the offeror's proposal was not considered for the Lease Award.

The Lease Award is to Cape Moraine, LLC at the rental rate of \$37.00 per square foot for space located at 443 Jefferson Boulevard, Warwick, RI.

Sincerely,

(b) (6)

Michael Strober
Lease Contracting Officer
U.S. General Services Administration

cc. Ms. Maureen Payton
Mr. Mark Shinto

U.S. General Services Administration
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

Item #3

VAS REALTY, LLC
131 PLAYA RIENTA WAY
PALM BEACH GARDENS,
FL 33418 561-797-5967

29 October 2018

U.S. General Services Administration (GSA)
Public Building Service
Real Estate Acquisition Division
Attn: Mr. Michael Strobel

Solicitation Number 7R12043
Debriefing Request

Dear Mr. Strobel,

Please consider this letter as VAS Realty, LLC's (VAS) official request for debriefing on the subject solicitation. The following are questions which are in addition to the minimum debriefing information required by FAR Section 15.506 Postaward debriefing of offerors, paragraph (d):

1. How was the unique Government requirements in the Request for Lease Proposal (ie Sally Port, Cells, security, secured parking, etc.) existing in the facility at 1 International Way, accounted for in establishing the competitive negotiation range so that a fair and reasonable price range could be made versus a standard office building that had none of these Government requirements?
2. How were the many and varied differences of a Class A facility vs a Class B or C building accounted for in developing the competitive negotiation range to enable a fair and reasonable price range?
3. It is noted in GSA's letter of 26 October 2018 that the VAS bid was outside the competitive negotiation range and therefore not considered for award. FAR Section 15.503 Notification to unsuccessful offerors, paragraph (a) Preaward notices, (1) "Preaward notices of exclusion from competitive range. The contracting officer shall notify offerors promptly in writing when their proposals are excluded from the competitive range or otherwise eliminated from competition". Why was VAS not notified promptly of its exclusion in a preaward letter, but instead fifteen plus weeks after the Best and Final submissions?
4. GSA's letter of 26 October 2018 failed to provide the number of offerors solicited and the number of proposals received per FAR 15.503, paragraph (b) Postaward notices. Is there a reason why this information was not provided?
5. Why were negotiations with VAS continuing (sent a Request for Final Offer Proposals three times), if we were not in the competitive range, for as it states/references in the RLP, written correspondence, FAR and GSA Leasing Desk guide "The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range"?
6. How was the cost to move and build out a new facility accounted for?
7. The operating costs VAS provided in its bid were actual costs. The operating costs provided by the other bidders could logically be only estimates. How was this inequality accounted for in the evaluation?

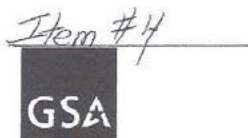
Solicitation Number 7R12043

8. *Was the awardee's cost to bring the new facility up to acceptable shell condition taken into consideration during the evaluation?*

Your assistance in this matter is appreciated.

(b) (6)

*Vito Scola
VAS Realty, LLC*



GSA Public Buildings Service

July 9, 2018

VIA ELECTRONIC MAIL

Thomas J. McNaughton

VAS Realty

(b) (6)

(b) (6) @verizon.net

RE: Request for Final Offer Proposals – Request for Lease Proposal No. 7RI2043
Offered Building: 1 International Way, Warwick, RI

Dear Mr. McNaughton:

Thank you for your most recent revisions to the above-referenced RLP. You are hereby requested to submit your Final Proposal Revisions for the above referenced solicitation by 5:00 pm Eastern on July 17, 2018. Your Final Proposal Revisions should be submitted electronically to the GSA Lease Contracting Officer, Mark Shinto, and to GSA's broker representative, Maureen Payton of JLL. Negotiations regarding this Request for Lease Proposal (RLP) will remain open until this date and time.

The following deficiencies need to be addressed as part of your Final Proposal Revision:

1. GSA Form 1364

- a. Section II, Box 16 – Per RLP Para. 4.01, a competitive negotiation range has been established for this procurement and your current offer is outside of the competitive negotiation range. Please revise.
- b. Section II, Box 16 – Per RLP Para. 4.01, a competitive negotiation range has been established for this procurement and your current offer is outside of the competitive negotiation range. Please revise.
- c. Section II, Box 21 – Please revise annual cost per space to a more competitive rate.
- d. Section III, Box 22c – Per RLP Para. 1.02F, 90 days cancellation notice is required. Please revise.
- e. Section III, Box 23 – Per RLP 7RI2043, a renewal option is not requested. Please revise.
- f. Section III, Box 26a – Please revise commission to meet market.
- g. Section III, Box 27a – Please revise to a more competitive percentage.
- h. Section III, Box 27b – Please revise to a more competitive percentage.
- i. Section III, Box 28 – Please revise to provide a competitive adjustment for vacant premises.

2. RLP No. 7RI2043 – Please return with owner initials.

3. Amendment No. 2 – Please resubmit without any deviations to the document.

4. Amenities – Per RLP Para. 3.06Q – Please provide map or narrative of amenities.

5. Energy Star or List of Cost Effective Energy Improvements – Per RLP Para. 3.06R – Please provide evidence of Energy Star Label or cost effective energy improvements to be completed.

6. Exhibit I, Fire Protection & Life Safety Evaluation (Form 12000) – Please complete and return this form.

7. Amendment No. 3 - 34 surface/outside parking spaces for GOVs

Per RLP Para. 4.01 - The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.

Please keep in mind that this is a competitive procurement. We strongly encourage you to review the financial terms of your offer to ensure that you are providing the most aggressive rental rate to the Government. In particular, please review your shell rental rate, operating costs, and parking costs. As an alternative to reducing your overall rate, you may wish to consider providing additional free rent at the start of the lease.

The Final Proposal Revisions should address any aspect of your proposal that you wish to modify. Items that are not addressed will be construed as remaining unchanged from your revised offer submitted March 9, 2018. If you do not submit Final Proposal Revisions, the Government will consider your previous proposal to be your Final Offer. Should your response not be returned under the guidelines of the RLP, your response shall be non-compliant.

The date established by the Government for submission of Final Proposal Revisions represents the termination of all negotiations in connection with the above referenced RLP. After termination of negotiations, you may be contacted to provide additional information or for clarification of your offer. However, this is not a re-opening of negotiations and you will not be permitted to modify your proposal.

Please respond to the above items and submit all required documents no later than July 17, 2018. In the interim, should you require further clarification please Maureen Payton of JLL at 202-719-5619 or maureen.ezeike@gsa.gov

Sincerely,

(b) (6)

Mark Shinto
Lease Contracting Officer
U.S. General Services Administration

cc: Maureen Payton, JLL

Item #5

COMPOSE

SEARCH

Reply

Reply All

Forward

Delete

Spam

More

Search Mail

Today on AOL

New Mail 16

Old Mail

Drafts

Sent

Spam 2

Recently Deleted

Contacts

Calendar

Folders

Saved Mail 3

A Europe... 7

A Online O... 32

Re: 7R12043 ICE Warwick, RI - 1 International Way

Maureen PAYTON - Q-C (maureen.ezeike@gsa.gov)

Mon, Jul 16, 2018

To: you + 4 more

Details

Hi Tom,

Please find our responses in red. I will get back to you regarding your question on 7 c.

1. Request the Government cite the authority (GSA regulation, directive, FAR, USC, etc.) which allows the re-opening of negotiations after official closure of bidding 2018? **Paragraph 4.01 advises that we are still in negotiations, the LCO never indicated that negotiations were closed on March 9, 2018. Just so I'm clear the letter signed by the LCO requesting final proposals indicating a 9 Mar 2018 submittal did not close negotiations. Then the letter you just sent also does not close negotiations either. Correct? Correct, the negotiations are not closed until Lease Award.**

2. How does the reduction in parking to 34 spaces impact the 5k plus of unmarketable space? **None The 5K of empty space is still considered unmarketable? I not our call. The Offeror determines whether or not the 5k is unmarketable or not.**

6. Item 2, RLP No. 7R12043. I could not find this requirement. Request the paragraph in the RLP that is being cited. **RLP No. 7R12043 initiated by the owner is required. Where does it state this is required? It is the LCO's desire that the RLP be initiated to at least indicate the RLP was read and understood by the signature authority on behalf of the offeror.**

Thanks much,
Maureen

On Mon, Jul 16, 2018 at 10:59 AM, Tom (b) (6) wrote:

Ms. Payton,

See additional questions and clarifications in blue below.

Item #10

From: Thomas McNaughton <(b) (6)@verizon.net>
To: (b) (6) <(b) (6)@verizon.net>; maureen.ezeike <maureen.ezeike@gsa.gov>
Cc: Sean Lynch <(b) (6)@am.jll.com>; mark.shinto <mark.shinto@gsa.gov>; (b) (6) <(b) (6)@aol.com>
Subject: Re: 7RI2043 Warwick, RI
Date: Mon, Jun 25, 2018 7:34 am

Ms. Payton,

Morning.

Would appreciate an update on the subject procurement.

Tom

-----Original Message-----

From: Thomas McNaughton <(b) (6)@verizon.net>
To: maureen.ezeike <maureen.ezeike@gsa.gov>
Cc: Sean Lynch <(b) (6)@am.jll.com>; mark.shinto <mark.shinto@gsa.gov>; (b) (6) <(b) (6)@aol.com>; (b) (6) <(b) (6)@aol.com>
Sent: Tue, Jun 19, 2018 7:37 am
Subject: Re: 7RI2043 Warwick, RI

Ms. Payton,

Morning.

What is the current status of the subject procurement?

Tom

-----Original Message-----

From: Thomas McNaughton <tom5688@verizon.net>
To: maureen.ezeike <maureen.ezeike@gsa.gov>
Cc: Sean Lynch <(b) (6)@am.jll.com>; mark.shinto <mark.shinto@gsa.gov>; (b) (6) <(b) (6)@aol.com>; (b) (6) <(b) (6)@aol.com>
Sent: Mon, Jun 11, 2018 5:26 pm
Subject: Re: 7RI2043 Warwick, RI

Ms. Payton,

Appreciate the quick response.

Will contact you next week for an update.

Tom

-----Original Message-----

From: Maureen PAYTON - Q-C <maureen.ezeike@gsa.gov>
To: Thomas McNaughton <(b) (6)@verizon.net>
Cc: Lynch, Sean <(b) (6)@am.jll.com>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; (b) (6) <(b) (6)@aol.com>; (b) (6) <(b) (6)@aol.com>
Sent: Mon, Jun 11, 2018 2:56 pm

<https://mail.aol.com/webmail-std/en-us/PrintMessage>

11/26/2018

From: Thomas Mcnaughton (b) (6)@verizon.net>
To: maureen.ezeike <maureen.ezeike@gsa.gov>
Cc: Sean.Lynch (b) (6)@am.jll.com>; mark.shinto <mark.shinto@gsa.gov>; (b) (6)@aol.com>
(b) (6)
Subject: Re: 7RI2043 Warwick, RI
Date: Mon, Jun 11, 2018 5:26 pm

Ms. Payton,

Appreciate the quick response.

Will contact you next week for an update.

Tom

-----Original Message-----

From: Maureen PAYTON - Q-C <maureen.ezeike@gsa.gov>
To: Thomas Mcnaughton (b) (6)@verizon.net>
Cc: Lynch, Sean <(b) (6)@am.jll.com>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; (b) (6)@aol.com>; (b) (6)@aol.com>
Sent: Mon, Jun 11, 2018 2:56 pm
Subject: Re: 7RI2043 Warwick, RI

Hi Tom,

This is a competitive procurement that we have to do our due diligence on evaluating all offers. We also experienced a change in personnel working on this project, so I'm going to take the necessary time to properly evaluate all offers in this procurement and make the proper recommendations to GSA. Upon the conclusion of our evaluation we will be able to reach out to all offerors with our determination and advise of the next steps for the project. Thank you for your continued patience and understanding as we complete these items.

Thanks much,
Maureen

On Mon, Jun 11, 2018 at 9:09 AM, Thomas Mcnaughton (b) (6)@verizon.net> wrote:
Ms. Payton,

That's great to hear, no problems! However I am perplexed.

After 3 months and counting. JLL continuing to conduct evaluations would seem to belie that. Also, while I'm not too bright, I would expect after 3 months a more substantial and informative reply. If JLL could expand on the below response and help VAS better understand what is happening it would be appreciated.

Tom

-----Original Message-----

From: Maureen PAYTON - Q-C <maureen.ezeike@gsa.gov>
To: Tom (b) (6)@verizon.net>
Cc: Sean.Lynch <(b) (6)@am.jll.com>; mark.shinto <mark.shinto@gsa.gov>
Sent: Thu, Jun 7, 2018 5:16 pm
Subject: Re: 7RI2043 Warwick, RI

Hi Tom,

There aren't any problems. JLL is conducting our evaluations and we will be in touch with next steps to all offerors when we are finished. Thanks for following up with us.

Thanks much,
Maureen

On Thu, Jun 7, 2018 at 4:09 PM, Tom (b) (6) <(b) (6)@verizon.net> wrote:
Mr. Lynch,

Is there a problem?

Tom

Sent from [Mail](#) for Windows 10

From: Tom
Sent: Tuesday, June 5, 2018 10:20 AM
To: (b) (6) <(b) (6)@am.jll.com>; maureen.ezeike@gsa.gov
Cc: mark.shinto@gsa.gov
Subject: 7RI2043 Warwick, RI

Mr. Lynch,

Morning.

You may or may not remember me, but I'm associated with VAS Realty, LLC (VAS). I believe we met on the market survey last year for the subject procurement.

I have contacted Mr. Shinto asking for an update and he has advised that JLL is still working on the PNM for the subject procurement and GSA will make the award once they receive it. As final proposal submission date was approximately three months ago he suggested that I contact your organization as to the status.

To say the least I am puzzled at the length of time it is taking to evaluate the proposal and complete the PNM.

If VAS can provide any assistance, please do not hesitate to call.

Appreciate your assistance in providing the status, when the current lease step is to be completed and any other information that will aid VAS in developing business decisions regarding the submitted facility.

Tom

(b) (6)

Maureen (Ezeike) Payton
Senior Analyst, Public Institutions
Jones Lang LaSalle
[2020 K Street, NW – Suite 1100 | Washington, DC 20006](#)
Tel: (b) (6)
maureen.ezeike@gsa.gov

From: Thomas McNaughton (b) (6) <(b) (6)@verizon.net>
To: (b) (6) <(b) (6)@verizon.net>; richard.corley <richard.corley@gsa.gov>
Cc: (b) (6) <(b) (6)@aol.com>; (b) (6) <(b) (6)@aol.com>; mark.shinto <mark.shinto@gsa.gov>; andrew.forbes <andrew.forbes@gsa.gov>; Sean.Lynch <Sean.Lynch@am.jll.com>
Subject: Re: 7RI2043 Warwick, RI - Final Proposal Request - 1 International Way
Date: Fri, Mar 9, 2018 4:22 pm

Mr. Shinto and Mr. Corley,

Confirm receipt of VAS final proposal.

Tom

-----Original Message-----

From: Thomas McNaughton (b) (6) <(b) (6)@verizon.net>
To: (b) (6) <(b) (6)@verizon.net>; richard.corley <richard.corley@gsa.gov>
Cc: (b) (6) <(b) (6)@aol.com>; (b) (6) <(b) (6)@aol.com>; mark.shinto <mark.shinto@gsa.gov>; andrew.forbes <andrew.forbes@gsa.gov>; Sean.Lynch <Sean.Lynch@am.jll.com>
Sent: Fri, Mar 9, 2018 4:11 pm
Subject: Re: 7RI2043 Warwick, RI - Final Proposal Request - 1 International Way

Mr. Shinto and Mr. Corley,

VAS is pleased to present our final proposal for the subject solicitation.

Please do not hesitate to contact us if there are any questions or concerns with our proposal.

Look forward to continuing our partnership.

Tom

-----Original Message-----

From: Thomas McNaughton <tom5688@verizon.net>
To: richard.corley <richard.corley@gsa.gov>
(b) (6) <(b) (6)@aol.com>; (b) (6) <(b) (6)@aol.com>; mark.shinto <mark.shinto@gsa.gov>; andrew.forbes <andrew.forbes@gsa.gov>; Sean.Lynch <Sean.Lynch@am.jll.com>
Sent: Thu, Mar 8, 2018 3:21 pm
Subject: Re: 7RI2043 Warwick, RI - Final Proposal Request - 1 International Way

Mr. Corley,

Appreciate the reminder.

Tom

-----Original Message-----

From: Richard Corley - PRAA-C <richard.corley@gsa.gov>
To: (b) (6) <(b) (6)@verizon.net>
Cc: (b) (6) <(b) (6)@aol.com>; (b) (6) <(b) (6)@aol.com>; Mark Shinto - 1PRL <mark.shinto@gsa.gov>; Andrew Forbes - 1PRL <andrew.forbes@gsa.gov>; Sean Lynch <Sean.Lynch@am.jll.com>
Sent: Thu, Mar 8, 2018 3:02 pm

Subject: Re: 7RI2043 Warwick, RI - Final Proposal Request - 1 International Way

Hey Tom and Vito,

Sending a reminder in regards to tomorrow's final proposal due date.

Please let me know if you have any questions. Thanks.

On Wed, Feb 28, 2018 at 2:47 PM, Tom (b) (6) <(b) (6)@verizon.net> wrote:
Mr. Corley,

Confirm receipt of your 26 Feb 2018 email requesting final proposals.

Anything else just give me a call.

Tom

Sent from [Mail](#) for Windows 10

From: Richard Corley - PRAA-C
Sent: Wednesday, February 28, 2018 12:40 PM
To: Thomas McNaughton; vito scola; (b) (6) <(b) (6)@aol.com>
Cc: Mark Shinto - 1PRL; Andrew Forbes - 1PRL; Sean Lynch
Subject: Re: 7RI2043 Warwick, RI - Final Proposal Request - [1 International Way](#)

Hey Tom,

Can you confirm that you received my last email and attachment?

Thanks.

On Mon, Feb 26, 2018 at 3:35 PM, Richard Corley - PRAA-C <richard.corley@gsa.gov> wrote:

Tom,

We are now done reviewing the requirements for this procurement and would like to again request final revised proposals. Attached please find a request for final proposals and Amendment #2 for 7RI2043 Warwick, RI with a response due date of 3/9/2018.

In the meantime, feel free to contact me with any questions.

On Tue, Nov 21, 2017 at 10:16 AM, Richard Corley - PRAA-C <richard.corley@gsa.gov> wrote:

Tom,

Attached please find a request for final proposals for 7RI2043 Warwick, RI with a response due date of 12/1/2017.

In the meantime, feel free to contact me with any questions.

Thanks.

--
Richard Corley
GSA Broker Contractor - Jones Lang LaSalle

(b) (6)



GSA Public Buildings Service

February 26, 2018

VIA ELECTRONIC MAIL

Thomas J. McNaughton

VAS Realty

(b) (6)
(b) (6)@verizon.net

RE: Request for Final Offer Proposals – Request for Lease Proposal No. 7R12043
Offered Building: 1 International Way, Warwick, RI

Dear Mr. McNaughton:

Thank you for your most recent revisions to the above-referenced RLP. You are hereby requested to submit your Final Proposal Revisions for the above referenced solicitation by 5:00 pm Eastern on **March 9, 2018**. Your Final Proposal Revisions should be submitted electronically to the GSA Lease Contracting Officer, Mark Shinto, and to GSA's broker representative, Richard Corley of JLL. Negotiations regarding this Request for Lease Proposal (RLP) will remain open until this date and time. Your Revised Final Offer should specify your most competitive annual rental rate. Also, please review Amendment #2 and provide the appropriate pricing for years eleven through fifteen.

The following deficiencies need to be addressed as part of your Final Proposal Revision:

1. GSA Form 1364C –

- a. **Section II, Box 12** – Per RLP Para. 3.07A, the agency will need \$49.00 per ABOA sf in tenant improvement allowance. Please revise.
- b. **Section II, Box 13** – Per RLP Para. 3.09A, the agency will need \$25.00 per ABOA sf in building specific amortized capital for security related improvements. Please revise.

Please keep in mind that this is a competitive procurement. We strongly encourage you to review the financial terms of your offer to ensure that you are providing the most aggressive rental rate to the Government. In particular, please review your shell rental rate and offered tenant improvement amortization rate. As an alternative to reducing your overall rate, you may wish to consider providing additional free rent at the start of the lease.

The Final Proposal Revisions should address any aspect of your proposal that you wish to modify. Items that are not addressed will be construed as remaining unchanged from your revised offer submitted November 7, 2017. If you do not submit Final Proposal Revisions, the Government will consider your previous proposal to be your Final Offer. Should your response not be returned under the guidelines of the RLP, your response shall be non-compliant.

The date established by the Government for submission of Final Proposal Revisions represents the termination of all negotiations in connection with the above referenced RLP. After termination of negotiations, you may be contacted to provide additional information or for clarification of your offer. However, this is not a re-opening of negotiations and you will not be permitted to modify your proposal.

7/9/2018

**Amendment Number 3
to Request for Lease Proposals No. 7RI2043
for the Department of Homeland Security – Immigration and Customs Enforcement in Warwick, RI**

The purpose of this Amendment to Request for Lease Proposals (RLP) No. 7RI2043 is to revise the lease term

RLP PARAGRAPH 1.02 C IS HEREBY MODIFIED TO STATE THE FOLLOWING:

C. The Government requires 0 structured/inside parking spaces and 34 surface/outside parking spaces, reserved for the exclusive use of the Government (please provide narrative on ability to accommodate 94 surface/outside parking spaces for privately owned vehicles not be included in lease). These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

END OF RLP CHANGES

This document is now considered to be part of RLP No. 7RI2043.

All respondents to this RLP shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy of this Amendment must be received by 5:00 p.m. Eastern on July 17, 2018. You may email a signed copy of this Amendment to Maureen Payton of JLL at Maureen.ezeike@gsa.gov.

FOR THE OFFEROR

SIGNATURE

NAME

TITLE

DATE

FOR THE GOVERNMENT

SIGNATURE

NAME

TITLE

DATE

(b) (6)

MARK S. SHINDO

LG&A CONTRACTING OFFICER

JUL 09 2018

VAS Realty, LLC
137 Applegate Road
Cranston Rhode Island 02920
Telephone: (401) 524-6359
Fax: (401) 464-6586

November 26, 2018

Re: Post- Award Bid Protest - Lease Award

Solicitation Number 7R12043 (RLP)

Agency: General Services Administration (GSA)
Department of Homeland Security – Immigration and Customs Enforcement (DHS-ICE)

In accordance with GAO's Bid Protest Regulation 21.1, the following is submitted:

Protest filed by: Mrs. Doreen M. Scola, Mr. Vito A. Scola, Owner - Landlord

VAS Realty, LLC, 131 Playa Rienta Way, Palm Beach Gardens FL 33418

Email - (b) (6)@aol.com, Cell - (b) (6)

VAS Realty, LLC (VAS), is the incumbent landlord/owner for the Rhode Island DHS-ICE facility located at 1 International Way, Warwick, RI 02886. The current lease is set to expire April 30, 2019. As a small government contractor with a vested interest in the current procurement, VAS has been actively pursuing the above referenced solicitation since June 20, 2017.

Lease Award Date: October 26, 2018, Notice to VAS via email (letter enclosed).

Request for Debriefing: October 29, 2018 Requested answers in writing. VAS does not receive a reply for 11 days. (copy enclosed)

Second Debriefing Request: November 9, 2018: debrief dates offered are November 15 or November 20, 2018 via teleconference. In person debrief is declined as impractical. Teleconference debrief is declined after informed by GSA that it is working by direction. No response to request for written debrief.

This protest is being filed within the 5-day requirement of GAO's Bid Protest Regulations 21.2, thereby establishing the timeliness of the protest in order to stay performance of award and suspend any further action related to subject solicitation and award. After speaking with Mr. Webb of GAO – Procurement Law Division on Wednesday, November 21, 2018, filing on the 6th day is still timely if the deadline falls on a Sunday. Also, this protest is being filed without benefit of debrief due to the delay in the agency's response for a debrief and as a result, also without benefit of legal counsel.

VAS, the incumbent landlord, hereby files this Bid Protest for the subject solicitation and subsequent Lease Award. At issue and the primary focus of this protest is:

1.) The Government failed to follow the solicitation, in violation of numerous FAR regulations.

a.) Per RLP Paragraph 4.01 Negotiations: "offerors who are not included in the competitive range will be notified in writing". VAS did not receive notice that it's offered rental rate was outside the competitive negotiation range until July 9, 2018 (copy enclosed), 4 months after its final revised submission of March 9, 2018 (confirmation enclosed). This is a violation of FAR Section 15.503 Notification to unsuccessful offerors, paragraph (a) "Pre-award notices, (1) Pre-award notices of exclusion from competitive range. The contracting officer shall notify offerors PROMPTLY in writing when their proposals are excluded from the competitive range or otherwise eliminated from competition". VAS should have been notified soon after March 9, 2018.

b.) Per RLP Paragraph 4.01- "the LCO or their designated representatives will conduct oral or written negotiations with all offerors that are within the COMPETITIVE RANGE. Why was VAS told our offer was being evaluated if outside the competitive range, per FAR 15.305 (a) "the agency shall evaluate all competitive proposals ... By inclusion, by repeatedly responding to VAS's requests for updates (misleading updates) from March 9 thru July 9, 2018, by not giving VAS PROMPT NOTICE that our bid was excluded or not in the competitive range, we were included as a bidder. Each response from the Government included VAS as an active offeror (emails enclosed) and gave no indication VAS was not within the competitive range and therefore excluded. This continued communication was misleading with the apparent sole purpose of fulfilling the predetermined outcome to not renew a lease with VAS. They kept VAS active as a bidder but excluded our bid from consideration for lease award. We were strung along for months, acting in good faith all while GSA and its broker were aware VAS's bid was not within the competitive range. Throughout the procurement there was no transparency at all on the government side with everything seemingly done in secret and/or complete silence for months which continues to have a direct negative impact on VAS's ability to make informed and timely business decisions and thereby VAS's business as a whole. A prime example of this is the three prospective tenants who refused to proceed with possibly leasing the entire building until the current tenant's future was known.

c.) Per RLP Paragraph 4.01- "Negotiations will be closed with submission of final proposal revisions". This is also stated in GSA's letters dated February 26, 2018 and July 9, 2018 (copies enclosed): "The date established by the Government for submission of Final Proposal Revisions represents the termination of all negotiations in connection with the above referenced RLP.

After termination of negotiations, you may be contacted to provide additional information or for clarification of your offer. However, this is not a re-opening of negotiations and you will not be permitted to modify your proposal". (Prior to the July 9, 2018 Deficiency Letter, VAS had received no correspondence notifying us our bid was not within the competitive range. Our original bid proposal was submitted October 11, 2017). In direct contradiction to this, VAS was told on July 12, 2018 that negotiations remained open until lease award (July 12, 2018 email enclosed). VAS interpreted this as meaning the Government was not following their own regulations or guidelines and could keep the procurement going until they received the desired outcome or offeror.

d.) Regarding the Debrief request which took 11 days to respond to, and VAS only received a response after a second request for debrief was made, this is a violation of FAR 15.506 Post Award Debrief of Offerors (2) To the MAXIMUM EXTENT practicable, should occur within 5 days of the written request. Eleven days without a reply is well outside the window of intent to debrief within the "maximum extent practicable". VAS believes that without the second request for a debrief, its request would have been ignored.

2.) VAS's offer did not receive Fair Consideration due to bias toward the landlord by a few government employees. This resulted in prejudice and placed VAS at an unfair disadvantage.

a.) As the incumbent landlord of a 9year old building, whose facility was built out to tenant's unique specifications at the cost of \$4M plus, built as a prototype to be used in future DHS/ICE facilities and because of this would not require the agency to spend \$5 - \$7M dollars in future Tenant Improvement's by staying in place, VAS had a substantial chance of receiving the Lease Award but for the prejudice and bias demonstrated by a few DHS/ICE employees.

b.) The first signs of bias in the procurement process was there was no notification of the incumbent landlord as noted in the GSA leasing desk guide that a procurement was taking place involving the current tenant and VAS only found out by accident. This directly contradicts the government's mantra and the FAR requirement of fair and open competition.

c.) Evidence of bias is also seen by the government's determination to forgo necessary repairs to the outdated Security System approximately 3 years ago. It was known among tenants in the building the lease was not being renewed. The tenant was moving. Consequently, no money would be spent making needed repairs. The security upgrade would cost approximately \$200,000.00. The knowledge that the tenant was not renewing was communicated to VAS during the landlord's routine inspection of the building at that time. Both GSA's Facilities Manager in RI and the Security Personnel from GSA – Boston were aware of the needed security updates and that they have been repeatedly put off. This predetermination not to remain at the current location denied VAS fair consideration, was prejudicial and placed VAS at an unfair disadvantage.

3.) The agency manipulated the procurement process away from VAS as the successful bidder and shows bias towards the awardee.

a.) By repeatedly changing the solicitation, canceling the solicitation the day final submission revisions were due and delaying the process long enough enabled the award to be

and high ethical standards the Federal Acquisitions Regulations (FAR) are intended to promote to instill public trust in Government.

b.) If the solicitation had been paused a second time, VAS did not receive proper notice. If negotiations had reopened any time prior to July 9, 2018, did not receive proper notice. By delaying the process 4 months – March 9 thru July 9, 2018, VAS was denied the opportunity to correct deficiencies noted in the July 9, 2018 letter in a timely manner and otherwise actively compete in the procurement process. And it gave Cape Moraine, the future awardee the time it needed to secure an option on the awarded site. This is neither fair nor reasonable, shows a definite bias in favor of the awardee (FAR 15.306 Exchanges with offerors after receipt of Proposal (e) limits on exchanges government personnel involved in the acquisition shall not engage in conduct that (1) favors one offeror over another) and brings into question the mandate for fair and open competition.

c) It is possible VAS was the only viable bidder, both for the December 1, 2017 deadline and the March 9, 2018 deadline. As such, after 2 solicitations, both advertised for the maximum length of 3 weeks, and with a facility DHS/ICE cannot replace without spending \$5M to \$7M of taxpayer funds, the award should have been given to VAS. As the awardee, Cape Moraine, LLC did not have control of a property to submit a proposal for the March 9, 2018 deadline. If they did submit a bid and 155 Plan Way, Warwick RI was offered, the submission would be fraudulent. They did not have control of this property. And therefor there was no reason to delay lease award to VAS unless the Government was prejudicial and biased against VAS. The July 9, 2018 letter to VAS and Amendment 3 in effect reopened the procurement again and was the vehicle which allowed Cape Moraine to submit a bid. By not asking us to revise our proposal until July 9, 2018 and by making a major change to the solicitation by Amendment 3 without re-advertising the Government directed the award to Cape Moraine and shows bias in favor of the awardee. This violates all procurement regulations noted in FAR, United States Code and GSA Guidance.

d.) The future awardee Cape Moraine, LLC, a GSA investor out of Washington, DC was in apparent communication with someone within the agency as they were still working to secure a site 2 months after close of negotiations on March 9, 2018. This is a violation of FAR 15.306 Exchanges with Offerors after receipt of Proposals –(e) Limits on exchanges of Government Personnel involved in the acquisition shall not engage in conduct that (1) favors one offeror over another) and RLP Paragraph 4.01 Negotiations – “The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee”. Cape Moraine negotiating with GSA or its representative directly at any time during the March 9 – July 9, 2018 period is a failure of the Government to treat all offers and offerors fairly which further placed VAS at an unfair disadvantage (FAR 15.505 or 506) And shows bias towards the awardee. Instead of transparency and engaging the incumbent in the process, VAS was repeatedly put off, being told all offers were in the evaluation stage (emails enclosed). VAS requested a meeting with GSA’s LCO on July 6, 2018 to discuss the procurement and the request was denied.

e.) Both the first (June 17, 2017) and second (December 1, 2017) solicitations required 130 on-site parking spaces, reserved and secured for the governments use. The 130- car requirement does not comply with agency regulations for this solicitation. The RLP requirements are supposed to conform with agency regulations.

Per Leasing Desk Guidelines: **Official Parking Spaces** – are defined as parking spaces provided for official government vehicles owned or leased on behalf of the Government or privately-owned vehicles designated for official use in the performance of the client agency's mission. Official parking spaces are always to be listed and categorized in both GSA's space management systems and the Occupancy

The 130-parking space requirement was also the determining factor in how VAS put together its Initial Bid and its March 9, 2018 final proposal submission. It left VAS with approximately 5600 square feet of unmarketable space because the tenant required all the parking at the current facility. Mr. Shinto – Lease Contracting Officer (LCO) agreed the square footage was unmarketable and instructed VAS to include that space in our bid. However, this distorted our shell rent proposal. The agencies error in the parking requirement was not changed until 13 months after the first solicitation, and again placed VAS at an unfair disadvantage. A rate chart was submitted with the March 9, 2018 explaining the unmarketable space costs but most likely was not used in evaluating our proposal. This is a major change to the solicitation, and yet the solicitation was not canceled and re-advertised but only changed by Amendment 3 on July 9, 2018 to 34 on-site spaces, reserved and secured for the governments use.

4.) The Evaluation Process and Basis for Award

Per FAR 15.101-2 Lowest price technically acceptable source selection process is appropriate when BEST VALUE is EXPECTED to result from selection of the technically acceptable proposal with the lowest evaluated price.

a.) The RLP 4.03 Award Based on Price (A) The lease will be awarded to ...the lowest priced technically acceptable offer submitted (LPTA) and, by reference, is subject to Present Value Price Evaluation. The Present Value Price Evaluation is subject to RLP Paragraph 4.09 (7):

(b) The annualized (over the full term) cost of any items which are to be reimbursed in a lump sum payment.

(d) The cost of relocation of furniture, telecommunications, replications costs, and other move related costs (i.e. short-term rent). If applicable.

Simply stated, in a relocation to the awardee, the cost of items b and d above, are estimated to be approximately \$4M to \$5.5M in government spending to outfit a 60- year old vacant building. (The additional cost of TI requirement of \$1.52M is included in offerors proposals).

During the December 11, 2017 meeting between VAS and LCO Mr. Shinto, the question of comparing a move to a different location and the required cost of \$200.00 per square foot in addition to the LPTA was discussed. VAS was assured that any move which required such costs would be taken into consideration (Feb. 1, 2018 email enclosed) during the evaluation process and necessary adjustments would be made. Comparisons would be equalized. The current facility requires no additional cost to the Government beyond the \$1.52M, if that much is

needed, included in VAS's offer. If the additional \$200.00 per square foot had been evaluated properly, the award should have gone to VAS as the BEST VALUE to the government.

Also, GSA Form 3516 is part of the bid package for the subject procurement and is relevant.

(e.) (1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the BEST VALUE after evaluation in accordance with factors and subfactors in the solicitation.

If the LPTA is intended as vehicle to establish the Best Value to the government, its application here, in this award has been corrupted. The entire process of fair and open competition and an impartial evaluation of offers is intended to yield the BEST VALUE to the Government. GSA Form 3516 referenced above states this. The LPTA is intended to yield best value. Either the evaluation process failed to take into account the cost savings of staying at the current location and the huge investment of \$4M to \$5M the government has already made, only 9 years ago, in the current facility or the evaluation process was unfair and biased in favor of the awardee, and based on the predetermined intention on the part of a few DHS/ICE employees to relocate at any cost to the taxpayer.

In conclusion, the improprieties noted in this protest, throughout the procurement process, clearly shows, if not proves, that the Government was steering the procurement to a specific outcome which is in direct violation of FAR, GSAR, GSAM and leasing desk guide definitions of fair and open competition. VAS, by way of specific references noted in this protest, contends:

- 1.) There was a predetermined decision to not renew a lease at the current facility resulting in extreme prejudice.
- 2.) VAS did not receive Fair Consideration. There was bias against our proposal and favoritism to the awardee placed VAS at an unfair disadvantage throughout the entire procurement process.
- 3.) The Government failed to follow the solicitation and violated numerous FAR regulations.
- 4.) The evaluation process failed to account for the benefits and cost savings of staying and place versus moving at the cost of \$5M to \$7M and was therefore biased and unfair to the incumbent.

VAS's business has been unfairly and unnecessarily harmed by the conduct of a few government employees. And with the awardee still not in control of the offered facility will continued to be harmed due to the tenant remaining in VAS's facility for untold months until the new facility is built out.

Further, as Rhode Island is a small state and the real estate market smaller still, VAS's reputation has been tarnished by this and by the awardee in his very vocal assertions in RI that "this landlord is hated in Washington". This has placed VAS in an untenable position in the RI real estate market.

A Timeline of Events detailing the entire procurement process is included as an attachment. VAS request this timeline be taking into consideration as context for the protest submitted.

Per GAO Bid Protest Regulation 21.1:

VAS requests a ruling by the Comptroller General of the United States.

Relief requested is withholding and reversing the Award to Cape Moraine, LLC and awarding to VAS Realty, LLC. The market value of a 10-year lease with a AAA tenant for the entire building is \$13.5M to \$15M. As several of these opportunities have already been lost due to inappropriate actions of by the government, VAS would consider a cash settlement equal to the same in lieu of lease renewal. At this point, the opportunity to lease the building to this quality of a tenant has been lost and VAS could be several years of vacancy.

Due to the bias and prejudice shown toward VAS, we are requesting a hearing to resolve this issue. We do not believe anything less with yield unbiased and fair results. As the Agency has informed us, they are "working by direction" and consequently, VAS believes it cannot receive a fair conclusion otherwise if DHS/ICE is in control of this procurement.

As noted previously, VAS is submitting this protest without benefit of counsel due to the delay in the agency response to VAS's debrief request as well as the offered date being 2 days before the long holiday weekend and would like to reserve the right to request specific documents supplementally that we are otherwise unable to obtain without counsel. Among other documents, VAS is specifically requesting the answers to the debrief questions submitted on October 29, 2018. Documents relevant to the awardee's entrance into the process and the date of its original bid submission. Documents or records relating to when the GSA started "working by direction" and any agency notes related to the evaluation team, when JLL transitioned to a Washington analyst and away from GSA – Boston as well as when the actual evaluation began.

VAS will furnish any documents requested by GAO in support of this protest.

A complete copy of the protest and all attachments are being furnished to GSA Lease Contracting Officer within 1 day of this protest being filed with GAO.gov.

VAS Respectfully submits the above protest.

Thank you for your consideration in this matter,

(b) (6)

Vito A. Scola

VAS Realty, LLC

Index of Enclosures:

Timeline, letters, emails, GSA correspondence as noted above.

INDEX OF ENCLOSURES SUBMITTED AS ATTACHMENTS TO THIS PROTEST:

- 1.) Timeline of Events detailing June 17, 2017 thru November 9, 2018.
- 2.) Lease Award Notice dated October 26, 2018.
- 3.) Debrief questions dated October 29, 2018.
- 4.) July 9, 2018 Deficiency Letter & Amendment 3.
- 5.) Questions to July 9 letter & GSA responses.
- 6.) Emails between February 26, 2018 thru June 25, 2018.
- 7.) GSA letter dated February 26, 2018 requesting Best & Final due March 9, 2018. The deficiencies listed do not include that our initial Bid submitted October 11, 2018 was not within the competitive range.

**Warwick, Rhode Island
Department of Homeland Security – Immigration and Customs Enforcement
Project #7RI2043**

**MEMO
Questions to the Request for Lease Proposal Package**

1. RLP Paragraph 3.06.O

- a. Please submit floor plans that have been developed in AutoCAD. Submitting a PDF version is acceptable but should accompany the AutoCAD version. The Government prefers the CAD drawings so that they can be distributed to the Architectural and Engineer reviewers from both GSA and ICE in the format so that they can verify the ANSI/BOMA usable square foot totals as part of the scaling task and requirement of the lease.

2. Agency Requirements, Additional Project Requirements

- a. The two storage containers that are to be located in the parking area will not be applied to the total building square footage. These containers will be used for storage of agency supplies and will not require regular maintenance from the landlord. The containers will not need additional security (fencing, alarm system, sensors, etc.) and are not blast resistant. Offerors should expect that both storage containers will cover 5 typical vehicle parking spaces.

3. RLP Paragraph 3.06 & RLP Paragraph 4.03.C

- a. In its entirety, Paragraph 3.06 references the required submittals and documentation that is required in the response to the RLP. This paragraph also notes that any deviations requested in regards to the required submittal are to be shown on the GSA Form 1364. Paragraph 4.03C references the lease and confirms that the Government is not under any obligation to award the lease under modified terms.

(b) (5), (b) (7)(F)

millman
ational Land Services
Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
ndsurveyors@millmanland.com

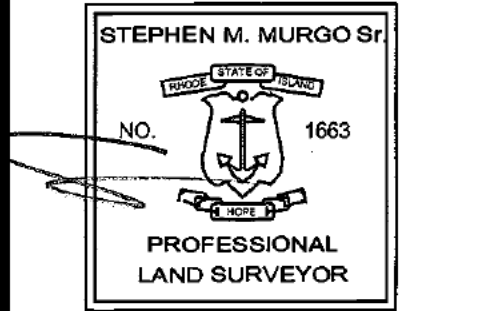
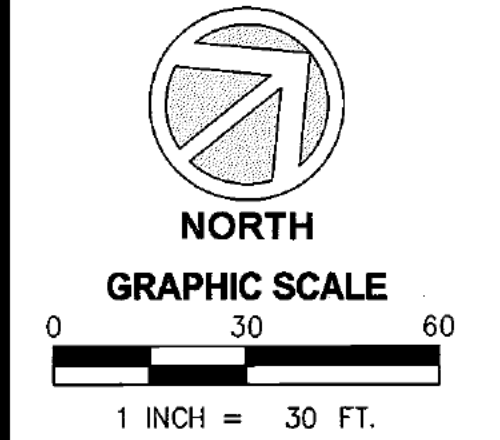
ALTA/ACSM LAND TITLE
SURVEY PREPARED FOR:

**Rath Capital
Partners LLC**
Dison Avenue 2nd Floor
New York , NY, 10017
ttn: Nelson Hioe,Managing Partner
Phone: (212) 938-6991

Email nelson.hioe@rathcapital.com



443 Jefferson Blvd.
City of Warwick
County of Kent
State of Rhode Island



Surveyor's Seal

Sheet No. **1** of **1**

MSI Project No. MSI 41544
t: SMM Drafter: SMM



GSA New England Region

October 26, 2018

Mr. Thomas McNaughton
c/o VAS Realty, LLC
137 Applegate Road
Cranston, RI 02920-3731

Subject: RLP 7RI2043
Warwick RI

Dear Mr. McNaughton:

This letter is provided concerning the Lease Award for the subject Request for Lease Proposal. By letter dated July 9, 2018 to VAS Realty (Offeror), the Lease Contracting Officer's Request for Final Offer Proposal identified deficiencies to be addressed by the offeror's Final Proposal Revision. The offeror's previous pricing proposal on the GSA Form 1364 did not conform with RLP 7RI2043 Paragraph 4.01 NEGOTIATIONS (JUN 2012). The offeror was advised that the proposed rental rate was outside of the competitive negotiation range. The offeror's response to the Final Offer Proposal remained unchanged and was outside of the competitive negotiation range. As a result, the offeror's proposal was not considered for the Lease Award.

The Lease Award is to Cape Moraine, LLC at the rental rate of \$37.00 per square foot for space located at 443 Jefferson Boulevard, Warwick, RI.

Sincerely,

(b) (6)

Michael Strosser
Lease Contracting Officer
U.S. General Services Administration

cc. Ms. Maureen Payton
Mr. Mark Shinto

U.S. General Services Administration
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov



27 November 2018

**VAS Realty LLC
131 Playa Rienta Way
Palm Beach Gardens, Florida
33418-6210
Attn: Mr. Vito Scola**

**Solicitation Number 7RI2043
Debriefing Request Reply**

Dear Mr. Vito Scola,

This letter is GSA's Lease Contracting Officer's official response to VAS Realty Letter dated 29 October 2018 for a request for a debriefing.

This response correlates with the 8 questions posed in the Letter:

1. The RLP requested pricing related to the "Warm Lit Shell" as defined by pertinent clauses of the RLP and Lease document. Any above standard TI and BSAC requirements were required and proclaimed in the ICE Warwick Agency POR.

All approved offerors were directed to use the full TI Allowance and BSAC Allowance as directed in the RLP and this was carefully vetted in the RLP. This leveled the playing field for all responses including the incumbent. Any TI or BSAC amortization overage would be covered by a RWA lump sum payment, if applicable. That lump sum payment was not part of the Negotiation objectives and could not be evaluated in the negotiation objectives. However, the TI Allowance and BSAC Allowance rental rates and negotiation objectives were the same for all offerors.

It is understood that the incumbent had most of the Above standard Security referenced (i.e. Sally Port, Cells, Security, secured parking, etc). The incumbent also had vacant inventory that was not required by ICE requirement and that was not mitigated as part of establishing the competitive negotiation range. (How is it that VAS shell rental rate was not reduced for the already established warm lit shell from 1st Generation space construction but remained higher than the Negotiation objectives which took in consideration the delta between Commercial cool shell and Government Warm Lit Shell indicating a fair and reasonable range for Shell construction for ICE scope of work).

2. They were not accounted for in developing the competitive negotiation range. The Class A Facility, Class B and Class C building designations are subjective and arbitrary and had no bearing in the Negotiation Objectives. However the Lease clauses pertinent to Shell, TI And BSAC Construction for the ICE requirement were taken into consideration as validated by the GSA Broker and Independent Government Estimate (IGE).

3. GSA issued amendments that did not close the responses to the RLP and were communicated to all offerors. The letters (in writing) reporting the deficiencies in the offers did include the notification that VAS offer was outside the competitive range and was given an opportunity at each amendment to revise its offer to bring it in line with the competitive range. GSA extended every courtesy to VAS to revise its offer and VAX chose not to and stood by their latest offer up until the award was made. GSA did not issue specifically in writing that VAS offer was excluded since the amendments to the RLP were extended to so as not to exclude VAS from the position of a revised offer that could bring it within the competitive range. VAS was never eliminated from the competition per FAR 15.503, subparagraph (a) (1).

4. There is no reason as to why the number of offerors solicited and number of proposals received was provided.

5. It was in the best interest of the Government not to eliminate VAS but to provide VAS with every opportunity with the advent of RLP Amendments to revise their offer so it could be determined if with a revision to be within the competitive range. VAS was not eliminated until the last Amendment with the notification that VAS offer was still outside the competitive range. The Government did utilize written negotiations per the FAR 15.503.

6. It was accounted for in the Present Value Analysis and Abstract of Offers.

7. It was accounted for in the negotiation objectives and from relevant Operating Rent data from current GSA Leases and by the broker from RE Market Rate information from pertinent RE Market data.

8. Yes through analysis of Present Value Analysis and Abstract of Offers.

Sincerely,

(b) (6)

Lease Contracting Officer

29 October 2018

U.S. General Services Administration (GSA)
Public Building Service
Real Estate Acquisition Division
Attn: Mr. Michael Strobel

Solicitation Number 7R12043
Debriefing Request

Dear Mr. Strobel,

Please consider this letter as VAS Realty, LLC's (VAS) official request for debriefing on the subject solicitation. The following are questions which are in addition to the minimum debriefing information required by FAR Section 15.506 Postaward debriefing of offerors, paragraph (d):

1. How was the unique Government requirements in the Request for Lease Proposal (ie Sally Port, Cells, security, secured parking, etc.) existing in the facility at 1 International Way, accounted for in establishing the competitive negotiation range so that a fair and reasonable price range could be made versus a standard office building that had none of these Government requirements?
2. How were the many and varied differences of a Class A facility vs a Class B or C building accounted for in developing the competitive negotiation range to enable a fair and reasonable price range?
3. It is noted in GSA's letter of 26 October 2018 that the VAS bid was outside the competitive negotiation range and therefore not considered for award. FAR Section 15.503 Notification to unsuccessful offerors, paragraph (a) Preaward notices, (1) "Preaward notices of exclusion from competitive range. The contracting officer shall notify offerors promptly in writing when their proposals are excluded from the competitive range or otherwise eliminated from competition". Why was VAS not notified promptly of its exclusion in a preaward letter, but instead fifteen plus weeks after the Best and Final submissions?
4. GSA's letter of 26 October 2018 failed to provide the number of offerors solicited and the number of proposals received per FAR 15.503, paragraph (b) Postaward notices. Is there a reason why this information was not provided?
5. Why were negotiations with VAS continuing (sent a Request for Final Offer Proposals three times), if we were not in the competitive range, for as it states/references in the RLP, written correspondence, FAR and GSA Leasing Desk guide "The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range"?
6. How was the cost to move and build out a new facility accounted for?
7. The operating costs VAS provided in its bid were actual costs. The operating costs provided by the other bidders could logically be only estimates. How was this inequality accounted for in the evaluation?

Timeline of key milestones ICE Warwick RI

6/7/2017 GSA/GLS Broker and Agency Project Orientation

6/17/2017 – FBO Add 20,5709 ABOA – 130 parking spaces – 10years 7 Firm

7/14/2017 Expressions of Interest:

1. 1 International Way, Warwick (Incumbent- Tom McNaughton –VAS
2. 77 Reservoir, Providence – Paul Hood Washington DC
3. 662 Warwick Ave, Warwick – Spencer – North Carolina
4. 46 Shore Drive, Cranston, RI Spencer – North Carolina
5. 487 Jefferson Blvd – Jamie Scruggs WashingtonDC

8/17/2017....Market Survey

1. 1 International Way - Tom McNaughton – approved by Agency
2. 77 Reservoir Paul Hood – not approved by Agency
3. 487 Jefferson Blvd, -James Scruggs – approved by Agency
4. 662 Warwick Ave – Spencer – not approved by Agency
5. 443 Jefferson Blvd – Alden Anderson – approved by Agency on

9/7/2017

9/13/2017 draft RLP – 1st RLP (final)

9/18/2017 issued

10/9/2017 responses due

9/29/2017 1st RLP Amendment – October 9 is holiday – response date changed to October 11, 2017

10/26/2017 Draft Clarification Letter (1 International Way and 443 Jefferson Blvd and 487 Jefferson Blvd

10/31/2017 Deficiency Letter (1 International Way, 443 and 487 Jefferson Blvd

11/7/2017...responses to deficiency letter received fm 1 International Way and 443 Jefferson Blvd.

11/10/2017 ...487 Jefferson Blvd withdraws

11/20/2017 Final Proposal Letter to 1 International and 443 Jefferson

11/30/2017...Discussion/approval for Ten Year Firm, 15 years

12/1/2017 Pause in Proposals

12/1/2017 FBO advertisement for any interest

1/17/2017 Responses

1. 1 International Way
2. 443 Jefferson Blvd
3. 155 Plan Way (john/Robert Clark)
4. 661 Park Ave – eliminated preschool
5. 288 Allens Ave – 100/500 flood plain

2/9/2018 Market Survey

1. 155 Plan Way – Robert/John Clark –approved by Agency

2/21/2018 155 Plan Way withdraws

2/23/2018... Draft RLP Amendment #2 – Change in firm term from 7 to 10

2/26/2018... RLP Amendment #2 Letter - Request for final revised proposals

2/27/2018....155 Plan Way request back in –RLP, RLP Amendment #2 sent to 155 Plan Way

3/6/2018...155 Plan Way withdraws

3/9/2018....443 Jefferson Blvd is withdrawing – building is up for sale.
VAS Realty Responds with revised Offer

3/27/2018....443 Jefferson Blvd –owner is looking for quick sale to John/Robert Clark-Cape Moraine LLC
JLL changes brokers from Richard Corley to Maureen Payton (Ezeike)

4/3/2018 –443 Jefferson Blvd – late submission of offer

4/20/2018...443 Jefferson Blvd – late submission of required documents

5/3/2018 ...JLL/GSA complete PVAs on offers from 1 International Way and 443 Jefferson Blvd.

6/7/2018 ---JLL/GSA complete PNM

6/11/2018VAS Realty requests update

6/25/2018.... VAS Realty requests update

6/28/2018....Deficiency Comparison of Offers

7/9/2018 --- Final Request for Proposal Letter – RLP Amendment#3 –change in parking for GOVs and POVs -1 International Way and 443 Jefferson Blvd

7/11/2018 – VAS Realty – Request for clarifications – 8 questions

7/13/2018 – ICE clarification on parking requirement: 34 GOVS -2 Storage Containers (320 square feet- each)-1 Covered SallyPort – 96 parking spaces for POVs

7/16/2018 – GSA response to VAS 8 questions

7/17/2018 – Receipt of VAS Realty Final proposal

1) VAS is required to submit GSA Form 12000

2) GSA FPE review / comments

Receipt of Cape Moraine LLC Final Proposal for 443 Jefferson Blvd

7/25/2018 - PVAs completed:

1) 443 Jefferson Blvd - \$40.43

2) 1 International Way - \$44.40

8/12/2018 - VAS Realty Status request

8/14/2018...- ..VAS Realty Status request – GSA/JLL response

8/16/2018 - VAS Realty Status request – Doreen Scola

8/17/2018 - VAS Realty reports to GSA that 1 International Way Building Access Control system about to fail –VAS does not want to spend money unless they receive the award and new lease.

8/20/2018 – LCO directs JLL to proceed with Award

Draft Successful Offeror Award Letter

8/21/2018 - VAS Realty Status request

Successful Offeror Award Letter to Cape Moraine LLC

GSA/JLL response to VAS –

8/27/2018 - VAS Realty Status Request

Draft Lease for approval

GSA/JLL response to VAS

8/31/2018 Draft OA for ICE signature

9/4/2018 Final Lease Package for approval and release

VAS Realty Status Request

Cover letter and lease released to Cape Moraine LLC

9/4/2018	Cape Moraine LLC submits signed Lease to GSA/JLL
9/13/2018	GSA Finance pre-vals Lease for full execution GSA requests RWA for TI and BSAC Amortization overage from ICE
9/17/2018	VAS Realty Status Request
9/19/2018	GSA/JLL response to VAS Realty
9/20/2018	GSA IGE completed for \$3.6 million TI and BSAC Construction costs for 443 Jefferson Blvd
10/10/2018	VAS Realty Status Request
10/11/2018	RWA received from ICE
10/14/2018	VAS Realty Status Request
10/18/2018	RWA accepted by GSA
10/23/2018	OA signed by ICE
10/24/2018	Lease fully executed by LCO Mike Strobel
10/26/2018	Notification Letter to VAS Realty
10/29/2018	Debriefing Request by VAS Realty
10/30/2018	Debriefing Request received acknowledged by Mike S VAS confirms no legal counsel to be present
11/2/2018	JLL request for Debriefing date
11/5/2018	Debriefing has not been scheduled – update by Mike S
11/8/2018	JLL request for Debriefing date
11/9/2018	VAS Realty requests status on debrief Debriefing request response by Mike –“working by direction”
11/12/2018	VAS Realty debriefing status request
11/15/2018	Draft Responses to VAS Realty Debriefing query
11/19/2018	Status of Debrief Responses – approval by Mike S
11/20/2018	VAS Realty debriefing status request needed by COB Lease Amendment#1 sent to Cape Moraine LLC for change in Broker Commission Credit Cape Moraine LLC acknowledges receipt of LA#1
11/26/2018	JLL status of debrief
11/27/2018	Debrief written response approved by Mike S Debrief written response sent to VAS Realty VAS Realty Bid Protest Package sent to GSA
11/28/2018	VAS Realty requests receipt of Bid Protest GSA confirms request of Bid Protest